

# Appendix E

## INMATE TELEPHONE SERVICE AGREEMENT

This Inmate Telephone Service Agreement ("Agreement") is made by and between Global Tel\*Link Corporation, having its principal place of business at 12021 Sunset Hills Road, Reston, VA 20190 ("Company") and Tom Green County, a legal and political subdivision of the State of Texas, with an address at 112 W. Beauregard, San Angelo, Tom Green County, Texas 76903 ("Premise Provider"). Company and Premise Provider are jointly herein referred to as Parties.

1. **Agreement Defined.** The definitions, terms and scope of services for this Agreement are as follows:

(a) "Premise Provider" means Tom Green County, a legal and political subdivision of the State of Texas, its elected officials, employees, officers, agents, and legal representatives including the Tom Green County Sheriff and the Tom Green County Sheriff's Office.

(b) "Company" means Global Tel\*Link Corporation.

(c) Company shall perform such services in accordance with the terms, conditions and specifications of TGC RFP15-013 and the Company's response to TGC RFP15-013. This Agreement consists of the following documents:

- (i) Inmate Telephone Service Agreement
- (ii) TGC RFP15-013
- (iii) Company's response to TGC RFP15-013.

In the event there is a conflict in the interpretation of the agreement between the Parties, the documents shall control in the order listed above. These documents shall be referred to collectively as the Agreement.

2. **Term.** This Agreement shall be in effect for two (2) years, commencing from the date of the execution of this Agreement by the Parties. Commission calculations shall begin as of the first date of documented operation and first call completion. This Agreement may be renewed and extended for an additional three (3) one year extension periods unless written notice of such intent not to renew is given not later than 120 days prior to the end of the initial period or any extension. This Agreement shall not be renewed and extended if Company is in default of any term or provision of this Agreement.

3. **Equipment.** This Agreement applies to the installation, management, operation and maintenance of inmate telephones, enclosures, and related equipment furnished by the Company as listed on Exhibit A at the time of execution of the Agreement or during the term of this Agreement, whether existing, newly installed or renovated, located at: 122 W. Harris, San Angelo, Tom Green County, Texas 76903 (Facility) and all other facilities under the control of Premise Provider.

The term "Equipment" is defined herein as the inmate telephone set(s) and related equipment, including but not limited to guard posts, concrete pads, mast poles, and site preparation. Where guard posts, concrete pads, enclosures, pedestals, bumper pads, or other property of the Company are installed upon the premises owned or controlled by Premise Provider or any of its agencies or affiliates, such property shall remain in all respects that of the Company. The Company reserves the right to remove or relocate equipment which is subjected to recurring vandalism or insufficient traffic and/or revenue to warrant the continuation of service. The Company shall not exercise such a right of removal or relocation unreasonably. The Company will notify the Premise Provider in writing of its intention to remove or relocate prior to such action, and shall provide Premise Provider in writing of its intention to remove or relocate prior to such action, and shall provide Premise Provider an explanation for removing equipment and a reasonable opportunity to address Company's concerns. Upon removal of equipment by the Company, the Company shall restore said premise to its original condition, ordinary wear and tear excepted. However, the Company shall not be liable for holes placed in walls, pillars, or floors or other conditions on the premises which resulted from the proper installation of equipment described herein. The

Premise Provider may not make alterations or attachments to the Equipment provided under this Agreement, unless otherwise mutually agreed upon by the Parties.

**4. Services.** At no cost to the Premise Provider, the Company shall provide the services listed in Exhibit A, and all management services necessary to implement this Agreement; and shall be responsible for furnishing, installing, repairing and servicing the Equipment; the establishment (if and to the extent required by the Company) and compliance with all tariffs and all rules, regulations, orders and policies of federal and state regulatory authorities applicable to the payphone and automated operator services provided by the Company; the establishment and maintenance of all billing and payment arrangements with the local and interexchange carriers; the processing of all telephone call records; the performance (alone or through others) of all validation, billing, outclearing and collection services; and the handling of all billing and other inquiries, fraud control, and all other services essential to the performance of the Company's obligations under this Agreement. The Company reserves the right to control unbillables, bad debt and fraud.

**5. Compensation.** Remuneration shall be ninety percent (90%) of the gross revenue billed or prepaid for all phones and services covered by this Agreement for intra-state calls. Gross Revenue shall mean all revenue generated by every completed intra-state call that is accepted by an end user and billed via a local exchange carrier or prepaid to Company. Gross revenue on which monthly commission will be paid does not include: (i) taxes and tax-related surcharges; (ii) credits; (iii) account transaction fees; (iv) revenue from calls completed through the Connect2Talk™ program (as described in Exhibit A) or revenue from interstate calls and (v) any amount Company collects for, or pays to, third parties, including but not limited to payments in support of statutory or regulatory programs mandated by governmental or quasi-governmental authorities, such as the Federal Universal Service Fee, and any costs incurred by Company in connection with such programs. Payments shall be paid monthly to Premise Provider subject to the provisions of paragraph 7, all commission payments shall be considered final and binding upon the Premise Provider unless written objection is received by the Company in accordance with Section 11 within ninety (90) days of receipt of commission payment by the Premise Provider.

The rates, commission, minimum annual guarantee are further described in the February 26, 2015 letter from Company to Premise Provider, attached to this Agreement as Exhibit B.

Commission or minimum annual guarantee payments will be delivered to the address listed in this Section, which may be changed by Premise Provider from time to time upon notice to Company in accordance with terms of the notice provision of this Agreement.

Tom Green County  
112 W. Beauregard  
San Angelo, TX 76903  
County Treasurer

**6. Rates.** The telephone rate structure and surcharge rates shall not exceed the maximum rates as authorized by the state's telecommunication regulatory authority and the Federal Communications Commission (FCC). Any rate changes mandated by the state/local regulatory authority and/or the FCC which adversely affect this Agreement shall entitle the Company to, at its option, renegotiate or cancel this Agreement in accordance with Paragraph 22 below.

**7. Records.** The Company shall maintain records sufficient to permit proper determination of funds due the Premise Provider. Such records shall be made available to the Premise Provider in San Angelo, Tom Green County, Texas for review upon request.

Premise Provider shall have the right to inspect, audit, copy and examine all books and records of Company pertaining to all transactions as they may arise under this Agreement. Company shall maintain all books and records including supporting documentation pertaining to the transactions for a period of three (3) years after termination or expiration of this Agreement. Company shall provide to Premise

Provider the books and records and other documents relating to this Agreement within thirty (30) days of receipt of the Premise Provider's written notice.

The revenue payment and reporting cycle will be a maximum of 45 days following the end of the previous month. Both summary and detail reports will be provided. The original reports and payment will be mailed directly to the Premise Provider. The following information will be provided for each location by telephone number:

- Total Calls
- Total minutes of use
- Type of call
- Total usage revenue

**8. Further Assurances.** During the term of this Agreement, including any renewal period(s), Premise Provider agrees to:

- (a) Reasonably protect the Equipment against willful abuse and promptly report any damage, service failure or hazardous conditions to the Company.
- (b) Provide, at its expense, necessary power and power source, and provide suitable space, accessible to the users.
- (c) Permit reasonable access to its respective facilities without charge or prejudice to Company employees or representatives, patrons, or consignees. Company employees or representatives, patrons, or consignees must, however, agree to pat downs, and other reasonable security procedures and screening in accordance with the Sheriff of Tom Green County's rules and regulations, before being provided access to the Facilities.
- (d) Premise Provider represents and warrants that it has legal authority to enter into this Agreement and to make all decisions concerning the providing of space and the installation and use of the Equipment at the Facility.
- (e) During the term of this Agreement, Premise Provider agrees it will not allow other vendors to supply the Facility with products and services as contemplated and provided by this Agreement. This is to include any additional inmate telephone units required to facilitate Premise Provider's expansion at its present or future location(s) during the term of this Agreement and any extensions of this Agreement.
- (f) Stipulate that Company has no responsibility to advise Premise Provider with respect to any law, regulation, or guideline that may govern or control telephone call recordation or monitoring by Premise Provider, or compliance therewith. Premise Provider has its own legal counsel to advise it concerning any and all such law, regulation, or guideline, and compliance therewith, and makes its own determination on when and how to use the inmate call and video visitation monitoring and recording capabilities supplied through this Agreement. Company disclaims any responsibility to provide, and in fact has not provided, Premise Provider any legal advice concerning such applicable law, regulation, or guideline, or compliance therewith.
- (g) Acknowledge that all call detail records (DRs) and call recordings contained in the inmate telephone system equipment provided by Company to Premise Provider during the term of this Agreement and any resulting extensions, are the exclusive property of the Premise Provider provided, however, that Company shall have the right to use the DRs and recordings to respond to legal requests, to provide the services under this Agreement, and for other lawful business purposes.

**9. Title.** Title to Equipment hereunder shall be and at all times remain in the Company.

**10. Relocation.** Equipment shall not be disconnected or moved by Premise Provider from the location in which it is installed. By agreement of all parties, installed Equipment may be relocated by the Company.

**11. Notices.** Any notice, demand, request, approval or other communication (a "notice") which, under the terms of this Agreement or by law, must or may be given by either party, must be in writing, and must be given by personally delivering or mailing the same by registered or certified mail, return receipt requested, to the respective parties as follows:

**To Company:**  
**Global Tel\*Link Corporation**  
12021 Sunset Hills Road  
Suite 100  
Reston, Virginia 20190  
Phone: (703) 955-3915  
Fax: (703) 435-0980  
**ATTN: Legal Department**

**To Premise Provider:**  
**Tom Green County**  
112 W. Beauregard  
  
San Angelo, TX 79603  
Phone: (325) 653-3318  
Fax: (325) 659-3258  
**ATTN: County Judge**

**12. Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Texas, without regard to conflicts of law, rules that would otherwise direct the application of the laws of a different jurisdiction. Each of the Parties hereby submits to the jurisdiction of any Texas state district court sitting in Tom Green County, Texas, for purposes of all legal proceedings arising out of or relating to this Agreement or the transactions contemplated hereby, and agree that such courts shall be the forum for resolving any dispute or controversy under or with respect to this Agreement. **Each of the Parties hereby irrevocably waives, to the fullest extent it may effectively do so, any objection which it may now or hereafter have to laying of the venue of any such proceedings brought in such a court and any claim that any such proceedings brought in such a court has been brought in an inconvenient forum.**

**13. No Warranty.** Premise Provider makes no warranty, express or implied as to the condition, habitability or fitness for any particular purpose of the facility identified as the Tom Green County Detention Facility, or any other kind arising out of the Agreement, and there are no warranties that extend beyond those expressly stated in this Agreement.

**14. Insurance.** During the term of this Agreement Company shall maintain at its sole expense insurance with limits not less than those prescribed below:

- (a) General Liability (including Contractual Liability)
  - Bodily Injury and  
Property Damage \$1,000,000.00  
Limit per Occurrence
  - Aggregate \$2,000,000.00
- (b) Automobile Liability
  - Bodily Injury and  
Property Damage \$1,000,000.00  
Limit per Occurrence
- (c) Workers' Compensation Statutory Benefits plus \$500,000.00  
Employer's Liability

With respect to the required insurance as listed in paragraph 14(a) and (b), Company shall name Premise Provider as an additional insured, provide Premise Provider a waiver of subrogation, provide Premise Provider with a 30 day advance written notice of cancellation or material change to said insurance, and

provide Premise Provider with Certificates of Insurance evidencing the required coverage upon the execution of this Agreement.

All policies of insurance shall be written by an insurance carrier authorized to do business in the State of Texas. Company shall furnish the Premise Provider with Certificates of Insurance issued by the insured. Company shall obtain and provide to the Premise Provider evidence of its purchase of 12 months extended coverage in the event said policy of insurance are an occurrence policy.

The Company shall furnish the Premise Provider with Certificates of Insurance issued by the insured within fifteen (15) days of the execution of this Agreement. Company shall provide the Premise Provider with Certificates of Insurance on an annual basis thirty (30) days prior to the anniversary date.

**15. Indemnification.** The Company covenants and warrants that it will protect, defend, and hold harmless the Premise Provider, its employees, elected officials, agents and legal representatives (collectively "Premise Provider") from any and all third party claims, suits, demands, and liability of every kind, including all expenses of litigation, court costs, and attorneys fees, relating in any way to damages (bodily injury, death and damage to property), claims or fines arising by reason of or in connection with Company's actual or alleged negligence or other actionable performance or omission of Company in connection with or during the performance of the duties under this Agreement. Company further covenants and agrees to protect, defend, indemnify, and hold harmless Premise Provider from all claims, allegations, fines, demands, and damages relating in any way to the actual or alleged joint or concurrent negligence of Premise Provider and Company arising out of the services to be performed pursuant to this Agreement, whether Premise Provider is immune from liability or not.

It is the expressed intention of the Parties hereto that the indemnity provided herein is an agreement by Company to indemnify and protect County from the Premise Provider's own negligence where said negligence is an alleged or actual concurrent proximate cause of any alleged third-party harm.

The indemnity provision provided herein shall have no application to any claim or demand where bodily injury, death or damage results from the sole negligence, strict liability or intentional act of Premise Provider unmixed with any fault or responsibility of Company.

**16. Risk of Loss.** The Company and its insurers, if any, shall relieve Premise Provider of all risks of loss or damage to the Equipment during the periods of transportation, installation and operation of the Equipment.

**17. Default.** In the event any Party shall be in breach or default of any terms, conditions, or covenants of this Agreement and such breach or default shall continue for a period of thirty (30) days after the giving of written notice thereof to any party by the other, then in addition to all other rights and remedies of law or equity or otherwise, the offended Party shall have the right to cancel this Agreement without charge of liability.

**18. Assignment.** This Agreement shall inure to the benefit of and be binding upon the Parties and their respective successors and assigns, including any new administration or head of Premise Provider; except, however, that neither Party shall assign this Agreement or any interest herein without the other's prior written consent, except that the Company shall have the right to assign this Agreement or any interest herein at any time to any parent, successor, subsidiary, or affiliate of the Company without the consent of the Premise Provider, except further, however, Company provides Premise Provider with thirty (30) days prior written notice of the assignment.

**19. Independent Contractor.** The Company acknowledges that it is an independent contractor and that nothing contained in this Agreement or the relationship of the Parties is intended to or shall create a partnership or joint venture or agency relationship of any kind between the Parties. This Agreement shall not be constructed as a contract of agency or employment. Company shall be solely responsible and liable for compliance with all laws, rules and regulations and payment of all wages, unemployment, social

security and other payroll taxes relating to Company's employees including contribution from such persons, when required by law.

**20. Solicitation.** The Premise Provider acknowledges that no officer or employee of the Company has been employed, induced, or directed by Premise Provider to solicit or secure this agreement with the Company upon agreement, offer, understanding, or implication involving any form of remuneration whatsoever. Premise Provider agrees, in the event of an allegation of substance (the determination of which will be solely made by the Company) that there has been a violation hereof, Premise Provider will cooperate in every reasonable manner with the Company in establishing whether the allegation is true. Notwithstanding any provisions of this agreement to the contrary, if a violation of this provision is found to have occurred and is deemed material by the Company, the Company may terminate this Agreement.

**21. Termination.** This Agreement may be terminated by either party during the initial term and subsequent renewal and extension periods, with or without cause, at any time after 120 days written notice to other party.

It is understood and agreed that the Company shall vacate the Facility without delay upon 30 days written notice by Premise Provider in the event this Agreement is for any reason cancelled, and at the termination of this Agreement, and in case the Company fails to vacate the Facility upon said notice of cancellation or termination of this Agreement, the Premise Provider shall not be responsible for any damage that might occur to said Company by virtue of the Premise Provider forcibly entering and disposing of the Company, and without prejudice to any remedies which might otherwise be used for possession of or for arrears of payments due and owing.

The Company shall vacate the premises upon termination of this Agreement.

**22. Force Majeure.** Neither party to this Agreement shall be responsible or liable to the other for delays or inability to act or perform their obligations under this contract due to circumstances, events or acts of others beyond their reasonable control, including, but not limited to, acts of God, fire, flood, storm, hurricane, tornado, theft of equipment, or changes in regulatory rules or regulations affecting the ability of either party to reasonably carry out its obligations under this Agreement. It is agreed and understood that this Agreement will be subject to termination by either party upon sixty (60) days notice to the other should there be imposed upon Premise Provider or Company any rule or regulation by any state, federal or local regulatory agency which would substantially adversely affect the operation of the equipment or service provided hereunder.

**23. Survival.** The terms, conditions, obligations and provisions of this Agreement shall survive the termination of this Agreement.

**24. Licenses, Permits and Fees.** Company shall secure and pay for all federal, state and local licenses, permits and fees as may be required for the services and products provided. Premise Provider represents and warrants that it is a tax-exempt entity and, further, agrees to provide evidence of its tax-exempt status to Company upon written request. In the event a determination is made by a governmental authority that any sales, purchases, payments or use of property made to or by Company under this Agreement, either in whole or in part, is subject to any sales, use, gross receipts, property or any similar tax, Company shall be responsible for the payment of the sales, use, gross receipts, property or any similar tax.

**25. Non-Discrimination.** Company shall not discriminate against any employee or applicant for employment, and in providing the services specified in this Agreement, because of sex, race, creed, color, or national origin. Company shall, in all solicitations or advertisement for employees placed by or on behalf of the Company, shall state that all qualified applicants will receive consideration for employment without regard to sex, race, creed, color, or national origin.

**26. Attorney Fees.** If either party retains an attorney to enforce this Agreement or its terms, the prevailing party is entitled to recover reasonable and necessary attorney's fees, court costs and expenses associated with the litigation.

**27. Failure to Exercise Remedy.** The failure of Company or the County to exercise any right or remedy available under this Agreement upon the other party's breach of the terms, covenants and conditions of this Agreement or the failure to demand the prompt performance of any obligation under this Agreement shall not be deemed a waiver of such right or remedy; or the requirement of punctual performance; or of any subsequent breach or default on the part of the other party.

**28. Non-Waiver.** No waiver of any provision of this Agreement shall be of any force or affect unless such waiver is in writing, expressly stating to be a waiver of a specified provision of this Agreement and signed by the party to be bound thereby. Either party's waiver of any breach or failure to enforce any of the provisions of this Agreement, at any time, shall not in any way limit or waive that party's right thereafter to enforce or compel strict compliance with this Agreement or any portion or provision or right under this Agreement.

**29. Valid/Invalid/Unenforceable Provisions.** If any provision hereof or the application thereof to any person or circumstance is held to any extent, to be void, invalid or unenforceable, the remainder of this Agreement, and the application of such provision to other persons or circumstances, shall not be affected thereby, and shall be valid and enforceable to the fullest extent permitted by law.

**30. Entire Agreement.** This Agreement constitutes the entire agreement between the Premise Provider and the Company and supersedes all other agreements between the parties pertaining to the subject matter hereof.

**31. Amendment.** No course of dealing between the parties, their employees, agents or representatives, shall vary any of the terms hereof. This Agreement may be modified, amended, or supplemented only by a written agreement executed by the parties.

**32. Counterparts.** This Agreement may be executed in multiple counterparts, each of which shall be an original, and all of which shall be one and the same contract.

IN WITNESS WHEREOF, the foregoing Agreement has been executed by the Parties hereto, this 23<sup>rd</sup> day of June, 2015.

**Company**

Global Tel\*Link Corporation

  
Signature

Name: Jeffrey B. Haidinger  
Title: President & COO

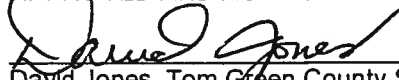
**Premise Provider**

Tom Green County

  
Signature

Name: Stephen C. Floyd  
Title: Tom Green County Judge

APPROVED AND AGREED:

  
David Jones, Tom Green County Sheriff



## Exhibit A

### **Facility Name and Address:**

Tom Green County  
122 W. Harris  
San Angelo, TX 76903

### **Actual on-site equipment:**

The installation of software and/or hardware on Company provided Equipment is not approved. System conditions can change and become unstable with the addition of software other than that installed by the Company. The Company does not warranty, troubleshoot, or maintain any system that contains software installed by a third party. The Company assumes no liability for any data stored on the Equipment which is not directly related to the Services provided under this Agreement. Company also does not furnish, maintain or provide consumables for peripheral equipment associated with the Inmate Telephone System. Consumables consist of items such as printer paper, cassette tapes, compact disks, etc.

### **List of On Site Equipment**

✓	ICMv platform with 365 days recording storage
✓	Forty-four (44) new inmate telephones
✓	Two (2) cart phones or four (4) cordless phones
✓	Twenty (20) inmate new through-the-glass visitation phones with recording
✓	Five (5) attorney new through-the-glass visitation phones – no recording
✓	One (1) UltraTech SuperComm 4400 TDD
✓	One Dell Computer Workstation with flat screen monitor and printer
✓	Integrated Keyword Search
✓	Unlimited Reverse Number Lookup (BNA)
✓	GTL Called Party IQ™ Inmate to Inmate Call Detection
✓	GTL Location IQ™ Location Based Services
✓	GTL Phone IQ™ Phone Type Identification
✓	ConnectNetwork® Web Payment Portal
✓	ConnectNetwork® Electronic Messaging
✓	ConnectNetwork® Web & IVR Payment Services
✓	GTL Virtual Receptionist Facility IVR
✓	TalkNow™ Program
✓	Android and Apple iOS Mobile Payment Apps
✓	Automated Cardless Debit Calling
✓	Commissary Ordering by Phone
✓	JMS Interface for Inmate Information/PIN Transfer (TGC to pay Tyler for interface)
✓	Interagency Communication
✓	LazerNet™ Leave Behind System for access to historical recordings for 180 days

**Single Call Billing:**

Company will implement a single call billing program on all inmate telephone calls that uses the latest technology to bring together inmates and their families and friends. The program creates instant means for inmate families and friends with cellular telephones or a telephone number that cannot be billed through a local exchange carrier to communicate with the inmate without creating a prepaid account. It seeks to introduce inmate family and friends to the inmate telephony system operated by Company at Premise Provider facilities. It also serves to encourage inmate family and friends to create AdvancePay™ accounts and pursue more regular contact with inmates. The program provides two types of payment options. The first option allows a recipient of an inmate telephone call to pay for a single inmate telephone call using a credit or debit card. The second provides an inmate friend or family receiving a call on a qualifying cellular telephone the ability to have the charge for the call added to their cellular telephone bill. Both options enable instant communication without the need to create a prepaid account, and Premise Provider is compensated on a per call basis, depending on the program implemented, either at a flat amount per call, or on a percentage of the call charge. Premise Provider policies regarding call duration, recording, monitoring, and allowed lists will still apply under the program.

Exhibit B

February 26, 2015

Tom Green County  
Purchasing Office  
113 W. Beauregard  
San Angelo, TX 76903-5850

Dear Mr. Grimaldo,

Thank you for the opportunity to continue to provide Tom Green County with our Inmate Telephone System and the new opportunity for our Video Visitation Solution. GTL is committed to providing you with exemplary service and premier technologies unmatched in the Corrections industry today.

On Friday, February 20<sup>th</sup>, Captain Allen asked if GTL would consider giving Tom Green County \$100,000 in prepaid calling cards in lieu of the \$100,000 signing bonus. GTL has reviewed this request and here is how we can accommodate that request based on your choice of Option A:

**OPTION A – Current Rates**

**PRICE / COST Inmate Non-Coin Telephone System (Based on Average Daily Population of 430)**

Commission Percentage (based upon gross revenue)

Call Type	Sur-Charge	1 <sup>st</sup> Min. Rate	Add'l Min. Rate	% of Gross Revenue Offered
Local calls	\$ 4.65	\$0.00	\$0.00	90%
IntraLATA	\$ 3.78	\$0.2625 (*Day)	\$0.2625 (*Day)	90%
InterLATA	\$ 3.78	\$0.2625 (*Day)	\$0.2625 (*Day)	90%
Interstate Collect	\$ 0.00	\$0.25	\$0.25	0%
Interstate Prepaid	\$ 0.00	\$0.21	\$0.21	0%

**Any guaranteed minimum**

Year 1 = \$18,333 MAG per month plus One Time -  
\$100,000 in free Prepaid Calling Cards  
Year 2 – 5 = \$26,667 MAG per month

**Minimum Annual Guarantee (MAG):** One month following the Contract Effective Date, GTL will pay Tom Green County a Commission in the amount of \$18,333 to be paid in monthly payments over the first twelve (12) months. Each year thereafter, GTL will adjust the MAG upward or downward to reflect ninety (90%) percent of actual earned commissions for all calls in the prior twelve (12) months. This true-up process will be repeated annually throughout the Initial and all Renewal Terms. All other terms of our offer remain the same.

As President and COO of GTL, my team and I commit to you that your experience with your inmate telephone and video visitation services throughout the course of our partnership will be exemplary.

Sincerely,

Jeffrey B. Haidinger  
President and Chief Operating Officer

12021 Sunset Hills Road, Ste. 100  
Reston, Virginia 20190  
Tel. 703-955-3915  
Fax 703-435-0980  
Web <http://www.globaltellink.com>

LETTER OF AGENCY

DATE: 6-9-2015

TO WHOM IT MAY CONCERN:

WE HAVE ENTERED INTO AN AGREEMENT WITH **GLOBAL TEL\*LINK CORP.**, PRIVATE PAY PHONE VENDOR, TO ACT AS OUR COMMUNICATIONS REPRESENTATIVE WITH:

\_\_\_\_\_ (LOCAL EXCHANGE CARRIER)

FOR OUR TELECOMMUNICATIONS SERVICE LOCATED AT (EXACT ADDRESS(ES) OF JAIL FACILITY(IES):

Tom Green Law Enforcement Center  
122 W. Harris  
San Angelo, Texas 76903

UNDER THE TERMS OF THIS AGREEMENT AND BY THIS LETTER, WE DO HEREBY AUTHORIZE **GLOBAL TEL\*LINK CORP.** TO DO THE FOLLOWING:

- (X) REQUEST DISCONNECTION OF EXISTING COIN/INMATE TELEPHONES
- (X ) INSTALL PHONES ON THEIR OWN BEHALF

THIS AUTHORIZATION DOES NOT PRECLUDE OUR ABILITY TO ACT IN OUR OWN BEHALF WHEN WE DEEM NECESSARY.

  
AUTHORIZED SIGNATURE

Stephen C. Floyd  
PRINTED NAME

County Judge  
TITLE

320-603-3818  
BUSINESS TELEPHONE

**REPORT/RECOMMENDATION TO THE BOARD OF SUPERVISORS  
OF SAN BERNARDINO COUNTY, CALIFORNIA  
AND RECORD OF ACTION**

June 2, 2015

**FROM: JOHN McMAHON, Sheriff/Coroner/Public Administrator  
Sheriff/Coroner/Public Administrator**

**SUBJECT: INMATE TELEPHONE SERVICE**

**RECOMMENDATION(S)**

1. Approve three-year and one month Revenue **Agreement No.15-273** with Securus Technologies Inc. to provide inmate telephone service, with first year revenue in the amount of \$4,300,000, for the period of June 3, 2015 through June 30, 2018, with two one-year options to extend the term.
2. Approve professional services **Agreement No.15-274** with Fidelis Professional Services, in the amount of \$43,750, to provide project management for the implementation of the new inmate telephone services contract, for the period of June 3, 2015 through September 11, 2015.

(Presenter: Shannon Dicus, Captain, 387-0640)

**BOARD OF SUPERVISORS COUNTY GOALS AND OBJECTIVES**

**Operate in a Fiscally-Responsible and Business-Like Manner.**

**Maintain Public Safety.**

**FINANCIAL IMPACT**

Securus will provide service on a commission basis, so this contract will not result in the use of additional Discretionary General Funding (Net County Cost). In accordance with California Penal Code Section 4025, commissions received from inmate telephone service are deposited in the Inmate Welfare Trust Fund to fund inmate programs. The estimated revenue for 2015-16 is \$4.3 million; subsequent years' revenue will be a minimum of \$3.8 million and may be increased based upon call volume. The contract with Fidelis, in the amount of \$43,750, to manage the implementation of the new inmate telephone system will be funded by the Inmate Welfare Fund and will not require the use of additional Discretionary General Funding.

**BACKGROUND INFORMATION**

State and federal law require the County to provide telephone access to inmates incarcerated in County detention facilities. Inmate telephone service is a specialized field with limited service providers that can accommodate large correctional facilities. Approval of this item will enable the Sheriff's Department (Department) to meet its mandate and supports Board of Supervisors (Board) County Goals and Objectives of Operating in a Fiscally Responsible and Business-Like Manner by reducing the cost of phone calls paid by inmate families while maintaining a funding

Page 1 of 4

cc: Sheriff-Dicus w/ agrees  
Contractor c/o Sheriff w/ agree  
ATC-Accts Pay Mgr w/ agrees  
EBIX-BPO c/o Risk Mgmt  
Sheriff-McMahon  
Purchasing-Rozko  
File - w/ agree  
jll 6/2/15

**ITEM 79**

Record of Action of the Board of Supervisors

**APPROVED (CONSENT CALENDAR)**  
**COUNTY OF SAN BERNARDINO**  
**Board of Supervisors**

MOTION	<u>MOVE</u>	<u>AYE</u>	<u>AYE</u>	<u>SECOND</u>	<u>AYE</u>
	1	2	3	4	5

LAURA H. WELCH, CLERK OF THE BOARD

BY 

DATED: June 02, 2015

## **INMATE TELEPHONE SERVICE**

**JUNE 2, 2015**

**PAGE 2 OF 4**

source for mandated inmate educational and vocational programs. This item also meets the Board's goal to Maintain Public Safety by providing a comprehensive inmate telephone system that provides call recording, monitoring and a variety of investigative tools.

The Department's current Agreement No. 08-806 with Global Tel\*Link began July 1, 2008 and expires on June 30, 2015. As the result of a competitive process, Securus Technologies Inc. (Securus) has been recommended by the evaluation committee for a three-year contract, with two one-year options to extend the term based on satisfactory performance. The Department is also recommending a non-competitive contract with Fidelis Professional Services (Fidelis) to provide project management services to implement the new system, based on the firm's expertise in both the telecommunications industry and with inmate telephone services.

On March 26, 2014, Request for Proposal (RFP) No. SHR214-CORRB-0958 was released to solicit proposals from qualified inmate telephone service providers. Four proposals were received by the submission deadline of May 23, 2014. Two protests were received and the RFP was subsequently terminated.

On October 6, 2014, a new RFP No. SHR 215-CORRB-1224 was released. Proposals were received on December 17, 2014 and vendor presentations by the following five firms occurred between January 20 and 22, 2015:

<b>Vendor</b>	<b>City, State</b>
Inmate Calling Solutions, LLC	San Antonio, TX
Global Tel*Link Corporation	Reston, VA
Legacy Inmate Communications	Cypress, CA
Securus Technologies, Inc.	Dallas, TX
Telmate, LLC	San Francisco, CA

Through the evaluation process, Securus was selected as the recommended vendor having provided the best overall proposal. One vendor protest was received and later withdrawn after the vendor received copies of the evaluation materials. The recommended vendor offered the most robust technology to the Department, and through negotiations, staff was able to modify revenue/commission in order to secure call rates for inmates which are less than those charged under the current contract. Approval of the contract in Recommendation No. 1 will result in substantial cost savings to inmates' families and friends at a cost per call of \$0.20 per minute with a \$1.00 connection fee for intrastate calls. There is no connection fee for interstate calls. Additionally, there is a 5% State Recovery Fee that applies to intrastate calls and a 4% Location Validation Fee that applies to all calls. As a result, the cost of a 10-minute intrastate call will be \$3.27, which is approximately 35% less than the current cost of a 10-minute phone call, estimated at \$5.07. Proposed costs are detailed as follows:

**INMATE TELEPHONE SERVICE****JUNE 2, 2015****PAGE 3 OF 4**

<b>10 Minute Intrastate Call Detail</b>	<b>Fee</b>
Connect Fee	\$1.00
10 minutes @ \$0.20 per minute	\$2.00
5% State Recovery Fee	\$0.15
4% Location Validation Fee	\$0.12
<b>Total Cost</b>	<b>\$3.27</b>
<b>10 Minute Interstate Call Detail</b>	<b>Fee</b>
Connect Fee	\$0.00
10 minutes @ \$.20 per minute	\$2.00
5% State Recovery Fee	\$0.00
4% Location Validation Fee	\$0.08
<b>Total Cost</b>	<b>\$2.08</b>

In addition to the fees listed above, there is a \$7.95 transaction processing fee for credit/debit card payments made by phone or website up to \$300. This fee is applied per transaction, not per telephone call.

The proposed contract provides for payment to the County of a Minimum Annual Guarantee (MAG) for the first year of \$4,000,000. The revenue in subsequent years will be based upon the greater of \$3,500,000 or 81% of commissionable revenue. In addition, Securus would be obligated to make a \$300,000 annual payment towards a technology fund. This fund will be used to acquire hardware, software, and related services necessary to enhance the information technology infrastructure of the system, with all assets budgeted, approved and purchased according to County policy. Further, the contract may be renegotiated in the event legislation is enacted that negatively impacts commissions or disallows the payment of commissions.

The term of the contract is for a period of three years and one month, commencing June 3, 2015 through June 30, 2018, allowing one month for set-up and transition, and includes two one-year options to extend the term, up to a total of five years. This contract provides for termination by either party upon 90 days advance written notice.

Recommendation No. 2 requests approval of a contract with Fidelis to provide project management services to ensure a successful transition to the new inmate telephone system. This will include a dedicated project manager assigned to work with the County's team and Securus' Project Implementation Team, developing a Project Control Document, and managing project timelines, tasks, milestones and deadlines. Fidelis will work to resolve issues and deficiencies, provide weekly status reports to County stakeholders, and ensure contract terms and conditions are met and telephone billing is accurate. Based upon Fidelis' expertise in the field of inmate telephone service and their familiarity with the system's technical and operational needs, the



**INMATE TELEPHONE SERVICE**  
**JUNE 2, 2015**  
**PAGE 4 OF 4**

Department recommends approval of this non-competitive procurement, in the amount of \$43,750. Prior expenditures with this vendor, in the amount of \$62,007.75, includes \$43,750 for consulting services on the first RFP and \$18,257.75 for technical assistance related to an inmate telephone revenue audit, technical advice related to inmate telephone service, and contract negotiations with Securus. As a result of this item, the aggregate cost of services provided by Fidelis to the County will be \$105,757.75

County Policy No. 11-05 requires Board approval for all contracts for services that exceed \$100,000 in aggregate cost per scope of service, per vendor, per department and for services obtained without a competitive process. Purchasing concurs with the non-competitive justification for implementation services due to specialized expertise which will ensure an efficient transition to the new service provider.

**REVIEW BY OTHERS**

This item has been reviewed by County Counsel (Michelle D. Blakemore, Chief Assistant County Counsel, 387-5455 and Kristina Robb, Deputy County Counsel, 387-5455) on May 26, 2015; the Purchasing Department (Laurie Rozko, Director, 387-2074) on May 26, 2015; and County Finance and Administration (Matthew Erickson, Chief Administrative Analyst, 387-3937) on May 21, 2015.





F A S

STANDARD CONTRACT

FOR COUNTY USE ONLY

<input checked="" type="checkbox"/> New <input type="checkbox"/> Change <input type="checkbox"/> Cancel	FAS Vendor Code	SC	Dept. SHR	A	Contract Number <b>15-273</b>
ePro Vendor Number					ePro Contract Number
County Department SHERIFF			Dept. IWF	Orgn. IWF	Contractor's License No.
County Department Contract Representative Shannon Dicus			Telephone (909)387-0640		Total Contract Amount
Contract Type <input checked="" type="checkbox"/> Revenue <input type="checkbox"/> Encumbered <input type="checkbox"/> Unencumbered <input type="checkbox"/> Other:					
If not encumbered or revenue contract type, provide reason:					
Commodity Code		Contract Start Date 07/01/2015	Contract End Date 06/30/2018	Original Amount \$	Amendment Amount
Fund MPU	Dept. IWF	Organization IWF	Appr.	Obj/Rev Source 9970	GRC/PROJ/JOB No. Amount \$
Fund	Dept.	Organization	Appr.	Obj/Rev Source	GRC/PROJ/JOB No. Amount \$
Fund	Dept.	Organization	Appr.	Obj/Rev Source	GRC/PROJ/JOB No. Amount \$
Project Name Inmate Telephone Service			Estimated Payment Total by Fiscal Year		
			FY	Amount	I/D

THIS CONTRACT is entered into in the State of California by and between the County of San Bernardino, hereinafter called the County, and

Name  
Securus Technologies, Inc. hereinafter called Contractor

Address  
14651 Dallas Parkway, Suite 600

Dallas, TX 75254

Telephone (972) 277 - 0514 Federal ID No. or Social Security No. 75-2722144

IT IS HEREBY AGREED AS FOLLOWS:

**WHEREAS**, the County of San Bernardino (COUNTY), through the Sheriff's Department (hereinafter referred to as "SHERIFF") desires to designate a Contractor of choice to provide inmate telephone system and associated services for approximately 6,000 incarcerated inmates; and

**WHEREAS**, the County conducted a competitive process to find Contractor(s) to provide a system and related services, and

**WHEREAS**, the County finds Contractor qualified to provide an inmate telephone system and related services to include, equipment, maintenance, collections, local intraLATA (local long-distance), interLATA (long distance), interstate, and international service at detention facilities within the COUNTY; and

Auditor-Controller/Treasurer/Tax Collector Use Only		CAO Use Only	
<input type="checkbox"/> Contract Database	<input type="checkbox"/> FAS	Not required for mid fiscal year cancellations	
Input Date	Keyed By	Effective Date	Analyst Initials

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**WHEREAS**, the County desires that such services be provided by Contractor and Contractor agrees to perform these services as set forth in this Agreement (also referred to as "Contract");

**NOW, THEREFORE**, the County and Contractor mutually agree to the following terms and conditions:

**A. SCOPE OF SERVICES**

**A.1 Overview:**

The SHERIFF has detention facilities located throughout San Bernardino County. In the SHERIFF's facilities there are at a minimum 955 inmate telephones and 19 Telephone Devices for the Deaf (TDD) or Teletypewriter (TTY) telephones in place servicing an average daily inmate population of about 6,000. The standard inmate phone hours within the SHERIFF's facilities are 06:00 am to 10:00 pm daily, with some variation from facility to facility.

With the projected opening of the High Desert Detention Center in Adelanto in February 2017, the number of beds for that facility will increase from 1,167 to 3,200. Consequently, the SHERIFF anticipates an increase in number of inmates within the next two years.

Inmate detainees are generally allowed to make phone calls without restriction. These phone calls are either Collect, Prepaid, or Debit calls.

- A.2** The terms utilized in this Agreement are defined in Attachment B which is attached hereto and incorporated herein by reference.

**B. CONTRACTOR RESPONSIBILITIES**

- B.1** Contractor shall provide as part of the basic Inmate Telephone Services offering and at no cost to the County, the following:

- B.1.1** New stainless steel inmate telephones (955 stainless steel inmate telephones, with additions as needed).
- B.1.2** Visitation phone monitoring and recording on all visitation phones (254 visitation phones, with additions as needed).
- B.1.3** Sufficient number of roll-up Cart Phones as needed for restricted housing, the number of such phones to be provided by the County.
- B.1.4** 19 Telephone Devices for the Deaf (TDD) or Teletypewriter (TTY), with additions as needed, at all facilities for ADA Compliance; Contractor to provide additional devices as needed throughout the term of the agreement to ensure ongoing compliance.
- B.1.5** Three (3) dedicated, full-time, onsite Technicians/Site Administrators paid at California prevailing wages when performing work that is subject to California prevailing wage requirements, and who will be interviewed, selected and approved by the County or County-designee. These individuals must be able to pass any County security or background checks. The Contractor will be responsible for training the Technicians/Site Administrators on the equipment and software to be serviced.
- B.1.6** Unlimited Billed Number and Address inquiries.
- B.1.7** Prison Rape Elimination Act (PREA) Hotline to interface with County's "We-Tip" program to ensure compliance with recent guidelines.
- B.1.8** Local account support team with multiple levels of escalation for problem solving available at all times, seven days a week, 24 X 7, 365 days a year.

**B.1.9** Securus inmate calling platform which includes the following functional features, and as is more fully set forth in Exhibit I:

- B.1.9.1** On-line storage of inmate telephone conversation recordings for the life of the contract and beyond
- B.1.9.2** Unlimited, Secure Remote Access to System Information
- B.1.9.3** Auditable, Remote Access for Outside Agencies
- B.1.9.4** Voice Mail
- B.1.9.5** Secure Instant Mail to automate mail delivery options, provide searchable content and eliminate contraband).
- B.1.9.6** Patented Three-Way Call Detection
- B.1.9.7** Patented Real Time Remote Call Forwarding Detection
- B.1.9.8** Dual tone multi-frequency (DTMF) detection
- B.1.9.9** KeyWord Spotting with Flexible Dictionary
- B.1.9.10** Covert Alert with Barge-In
- B.1.9.11** Reverse Number Look Up with Mapping
- B.1.9.13** Patented Automated Operator Services (AOS)
- B.1.9.14** Real-time call monitoring capabilities
- B.1.9.15** Officer Check-in
- B.1.9.16** Crime Tip Hot Line
- B.1.9.17** Integrated Inmate Debit Account Funding
- B.1.9.18** Scan Patrol
- B.1.9.19** Patented Perma Block
- B.1.9.20** User-friendly reporting and self-help capabilities
- B.1.9.21** **Jail Management System (JMS)** and Commissary Interfaces
- B.1.9.22** **Location Based Services (LBS)** for cell phone location and GEOFencing of San Bernardino County's facilities and investigative targeting of known criminal locations and expedited response times in exigent circumstances
- B.1.9.23** **Automated Information Service (AIS)** to automate responses to questions about telephone service for inmates and community inquiries with voicemail and phone trust funding; and managing 80% of inbound calls to Automate questions from inmates to staff as well as inquiries from the public to provide responses to repetitive inmate questions to officers
- B.1.9.24** **JLG Technologies Continuous Voice Verification** and Identification with Investigator Pro
- B.1.9.25** **THREADS** Investigative Data Analytics and Lead Generating Software
- B.1.9.26** **Tablets** Contractor will provide 100 tablets to support officer's administrative efforts to implement the tablet integration with inmate telephone services.

**B.2** Contractor shall provide equipment and the other Inmate Telephone System's basic services and requirements detailed in Exhibit I – Inmate Telephone System Basic Services and Minimum Requirements, including all operations and reports requirements.

**B.3** Contractor shall comply with and provide the rates, commissions, and schedule as specified in Exhibit II – Inmate Telephone Rates, Commissions and Schedule.

**B.4** Contractor shall adhere to and comply with the service level agreement in Exhibit III - Service Level Agreement.

- B.5** Contractor shall provide all equipment and Inmate Telephone Services at all of COUNTY's locations identified in Exhibit IV – Inmate Phone Service Locations.
- B.6** Contractor shall provide necessary services and personnel for project implementation as described in Exhibit I.
- B.7** **Optional Services available from the Contractor at the request of the County** The technologies listed below may be negotiated and provided to the COUNTY at any time during the term of this Agreement:
- B.7.1** Law Library Access Via tablets or kiosks
  - B.7.2** Suite of Monitoring Solutions
  - B.7.3** Tetrus PREA software
  - B.7.4** Vanu, Inc. Managed Wireless Access to limit contraband wireless units.
  - B.7.5** Job View Inmate Employment Assistance
  - B.7.6** ICER which monitors inmate phone communications to provide COUNTY with automatic alerts of inmate-to-inmate calls that would go undetected through traditional monitoring capabilities. ICER uses a proprietary algorithm and voice biometric matching technology to determine whether two of the same voice-prints are heard on different calls originating from different inmates. (Included at no cost)
  - B.7.7** S-Phones Interactive Technology with full features and functionality
  - B.7.8** Expanded Tablet Program that includes tablets, charging stations, WiFi, and content management and development to implement a secure and encrypted pilot tablet program for all inmates.
  - B.7.9** Connect Us offering the following touch-screen Applications:
    - B.7.9.1** Inmate Forms & Grievance Application which facilitates the systematic receipt, routing, and categorization of grievance situations and offers a tracking system that improves response times and provides metrics that are useful in assessment and resource allocations.
    - B.7.9.2** ConnectUs Website Education Application which makes Customer-approved third party educational websites available to inmates.
    - B.7.9.3** ConnectUs Inmate Videos Application which enhances communications with inmates by allowing multiple Customer-approved videos.
    - B.7.9.4** ConnectUs Inmate Handbook Application which publishes common PDF documents to inmates (e.g., the Inmate Handbook) for up-to-date access to COUNTY's information.
    - B.7.9.5** ConnectUs Sick Call Application which allows inmates to report symptoms to Customer health officials by completing a "sick form" that identifies the inmate's symptoms.
    - B.7.9.8** Secure Jobs an application that provides a large database of local and national job opportunities to inmates. This database allows inmates to look for employment prior to their release.

If any of the above-described Optional Services are desired by the SHERIFF, the services may only be added to the Scope of Work through a contract amendment approved by the San Bernardino County Board of Supervisors, or if applicable, through implementation of a new contract that complies with the County's procurement requirements.

## **B.8 Contractor's Personnel Requirements**

- B.8.1** Contractor shall submit to the County's Project Manager, a current roster including all employees who are required to enter County facilities to perform services under this Contract. The roster shall be kept current and up-dated by the Contractor as required. All personnel on the roster shall possess photo identification, and shall meet the County's requirements for admission into any SHERIFF's detention facility.
- B.8.2** All personnel employed by the Contractor that are required to enter County facilities, are required to undergo a background screening investigation, to include but not limited to: Background questionnaires, Live Scan, records verification, photographing, and fingerprinting. Contractor shall bear the costs associated with said background checks. The County's Project Manager will arrange for photo identification cards for Contractor's personnel, which must be presented when requesting access to any SHERIFF's facility. Contractor personnel will also be required to continuously safeguard their tools and submit for inspection their tool inventory upon entry or exit from any SHERIFF's detention facility, as further described in **B.8.6**. Contractor personnel shall attend a County Custody Orientation prior to admission into secured facilities. The background investigation is conducted in two phases:
- B.8.2.1** Phase 1 consists of a review of the applicant's "Entry Application for Detention Facility" form and a check of local law enforcement records.
- B.8.2.2** Phase 2 consists of a fingerprint check with local law enforcement agencies, California Department of Justice, FBI, and National Crime Center.
- B.8.3.** All Contractor applicants must successfully pass Phase 1 screening prior to commencing work under this Contract. Phase 1 and 2 clearances must be favorably completed before an employee can be granted full access to County's facilities under terms of this Contract. The SHERIFF Custody Division Coordinator will have the over-all authority for denying facility access with proper memoranda supporting security pass denial, or, if previously issued, removal. The County's Project Manager will grant access via the application and orientation process.
- B.8.4** The Contractor will only be notified of the final security determination of its personnel. Specific details will remain confidential, and will not be provided.
- B.8.5** The County will maintain information on Contractor's employees for safety and security purposes. Any additional information disclosed on any employee during the term of this Contract will be decided upon a case-by-case basis by the County's Project Manager and the Sheriff's Custody Division Coordinator.
- B.8.6** All Contractor personnel shall be required to safeguard all tools and test equipment in their possession, maintain a detailed written tool inventory and/or equipment and/or parts list, present the written tool inventory at Facility Control, and follow the established sign-in/sign-out procedures upon entry/exit from the facility.
- B.8.7** The Contractor shall immediately notify the County's Project Manager regarding any employee re-assignment, discharge, or termination of employment, in order that they may be removed from the facility access roster. Contractor notifications regarding any such action shall be submitted verbally (within 24 hours), followed by written notification (within 5 business days). The Contractor shall also be required to provide written notification to the County's Project Manager, no less than forty-eight (48)

hours in advance, of its intent to bring visitor(s) to a County custodial or detention facility.

**B.8.8** Violation of the above procedures may result in loss of Contractor's employee security clearance.

**B.8.9** Contractor may, at any time, be required to execute and complete, for each individual employee or sub-contractor, additional forms which may include non-disclosure agreements to be signed by Contractor's employees and sub-contractors acknowledging that all Sheriff-Coroner's information with which such employees and sub-contractors come into contact while at any Sheriff-Coroner's place of performance is confidential and proprietary. Any unauthorized release of confidential or proprietary information by the Contractor, its employees, and/or sub-contractors shall constitute a breach of the contract and will be punishable by all laws. County reserves the right to enforce any available remedy at law or in equity in the event of such a breach.

## **B.9 Personnel Removal and Replacement**

**B.9.1** The County's Project Manager may, at his/her sole discretion, direct the Contractor to replace any employee deemed careless, incompetent, insubordinate, or otherwise objectionable, or whose continued employment is deemed a security risk or contrary to the best interest of the County. The Contractor shall immediately remove the employee from his/her post or assignment, and immediately initiate action to replace the employee in a timely manner. The Contractor shall not reassign this employee to any other County facility listed in the Contract, without the written authorization by the County's Project Manager, or his/her designee. In the event that the removal of a Contractor's employee occurs during the employee's response to an emergency system outage, employee replacement shall be provided within four (4) hours, following notification of the removal.

## **C. COUNTY RESPONSIBILITIES**

**C.1** County will grant Contractor the exclusive right to provide inmate telephone services at all of County's locations identified in Exhibit IV, which is attached hereto and incorporated herein by reference. County expressly agrees not to enter into the same or similar arrangement with any other source, person, or entity for the provision of Inmate Telephone Service during the term of this Contract. County shall maintain the area around the inmate telephones, and provide suitable space, safe and convenient access to the inmates, electrical power, if necessary at County's expense, for the use of inmate telephones. County shall provide Contractor with access to premises during normal working hours. County shall take reasonable precautions to protect the inmate telephones from damage, vandalism, theft and hazardous conditions and promptly report all such conditions and any service failures to Contractor.

**C.2** County designates Fidelis Professional Services, Inc. (Fidelis) as the County's Project Manager to act as the point of contact for implementation of the Inmate Telephone Services system. Fidelis will be responsible for management of the implementation of the Inmate Telephone Services system as described in this Contract, including Exhibits. Any issues that arise which involve a change order or amendment to this Contract, or which require additional equipment or financial requirements of the County, or pertain to any physical

alteration of a SHERIFF facility shall be referred by Contractor to the Commander of the Inmate Services Unit for approval.

- C.3** Upon completion of Contractor's transition and full implementation of the Inmate Telephone Services system, the role of County Project Manager will transfer from Fidelis to the Commander of the Inmate Services Unit, or his designee, for the remainder of the Contract term. County shall notify Contractor within five business days of any change to the County Project Manager designation.
- C.4** The SHERIFF or his/her designee ultimately shall represent the County in all matters pertaining to the services to be rendered under this Contract, including termination and assignment of this Contract, and shall be the final authority in all matters pertaining to the Services/Scope of Work by Contractor. The County of San Bernardino Board of Supervisors must approve all amendments to this Contract.

## **D. GENERAL CONTRACT REQUIREMENTS**

### **D.1 Recitals**

The recitals set forth at the beginning of this Contract are true and correct and incorporated herein by this reference.

### **D.2 Legality and Severability**

The parties' actions under the Contract shall comply with all applicable laws, rules, regulations, court orders and governmental agency orders. The provisions of this Contract are specifically made severable. If a provision of the Contract is terminated or held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall remain in full effect.

### **D.3 Representation of the County**

In the performance of this Contract, Contractor, its agents and employees, shall act in an independent capacity and not as officers, employees, or agents of the County of San Bernardino.

### **D.4 Relationship of the Parties**

Nothing contained in this Contract shall be construed as creating a joint venture, partnership, or employment arrangement between the Parties hereto, nor shall either Party have the right, power or authority to create an obligation or duty, expressed or implied, on behalf of the other Party hereto.

### **D.5 Primary Point of Contact**

Contractor will designate an individual to serve as the primary point of contact for the Contract. Contractor or designee must respond to County inquiries within two (2) business days unless an emergency situation requires an immediate response or a response as soon as practicable under the circumstances. Contractor shall not change the primary contact without written acknowledgement to the County. Contractor will also designate a back-up point of contact in the event the primary contact is not available.

### **D.6 Change of Address**

Contractor shall notify the County in writing, of any change in mailing address within ten (10) business days of the change.



**D.7 Subcontracting**

Contractor agrees not to enter into any subcontracting agreements for work contemplated under this Contract without first obtaining written approval from the County. Any subcontracting shall be subject to the same terms and conditions as Contractor. Contractor shall be fully responsible for the performance and payments of any subcontractor's work.

**D.8 Agreement Assignability**

Without the prior written consent of the County, this Contract is not assignable by Contractor either in whole or in part.

**D.9 Agreement Modification**

Contractor agrees any alterations, variations, modifications, or waivers of the provisions of this Contract, shall be valid only when reduced to writing, executed and attached to the original Contract and approved by the person(s) authorized to do so on behalf of Contractor and County.

**D.10 Duration of Terms**

This Contract, and all of its terms and conditions, shall be binding upon and shall inure to the benefit of the heirs, executors, administrators, successors, and assigns of the respective parties, provided no such assignment is in violation of the provisions of this Contract.

**D.11 Time of the Essence**

Time is of the essence in performance of this Contract and of each of its provisions.

**D.12 Strict Performance**

Failure by a party to insist upon the strict performance of any of the provisions of this Contract by the other party, or the failure by a party to exercise its rights upon the default of the other party, shall not constitute a waiver of such party's right to insist and demand strict compliance by the other party with the terms of this Contract thereafter.

**D.13 Mutual Covenants**

The parties to this Contract mutually covenant to perform all of their obligations hereunder, to exercise all discretion and rights granted hereunder, and to give all consents in a reasonable manner consistent with the standards of "good faith" and "fair dealing".

**D.14 Counterparts**

This Contract may be executed in any number of counterparts with the same effect as if all signatories had signed the same document. All counterparts must be construed together to constitute one instrument.

**D.15 Force Majeure**

Contractor shall not be liable for failure to perform or for any damages under this Contract if such failure to perform arises out of causes beyond the control and without the fault or negligence of Contractor. Such causes may include, but are not limited to, acts of God, acts of the public enemy, fires, floods, epidemics, quarantine restrictions, freight embargoes, acts of the State or Federal government in their sovereign or contractual capacities, telecommunications disruptions, acts of third parties, including third party processors and unusually severe weather. Contract shall not be liable for any failure to act if it reasonably believed such action would have violated any law, rule or regulation. Such nonperformance shall not be deemed to be a breach of this Contract.



**D.16 Attorney's Fees and Costs**

If any legal action is instituted to enforce any party's rights hereunder, each party shall bear its own costs and attorney fees, regardless of who is the prevailing party. This paragraph shall not apply to those costs and attorney fees directly arising from a third-party legal action against a party hereto and payable under Indemnification and Insurance Requirements.

**D.17 Venue**

The parties acknowledge and agree that this Contract was entered into and intended to be performed in San Bernardino County, California. The parties agree that the venue of any action or claim brought by any party to this Contract will be the Superior Court of California, County of San Bernardino, San Bernardino District or the United States District Court for the Central District of California, located in Riverside, California. Each party hereby waives any law or rule of the court, which would allow them to request or demand a change of venue. If any action or claim concerning this Contract is brought by any third-party and filed in another venue, the parties hereto agree to use their best efforts to obtain a change of venue to the locations herein described.

**D.18 Choice of Law**

This Contract shall be governed by and construed according to the laws of the State of California.

**D.19 Licenses, Permits and/or Certifications**

Contractor shall ensure that it has all necessary licenses, permits and/or certifications required by the laws of Federal, State, County, and municipal laws, ordinances, rules and regulations. The Contractor shall maintain these licenses, permits and/or certifications in effect for the duration of this Contract. Contractor will notify County immediately of loss or suspension of any such licenses, permits and/or certifications. Failure to maintain a required license, permit and/or certification may result in immediate termination of this Contract.

**D.20 Prevailing Wage Requirements**

By its execution of this Contract, Contractor certifies that it is aware of the requirements of California Labor Code Sections 1720 et seq. and 1770 et seq. as well as California Code of Regulations, Title 8, Section 16000 et seq. ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on certain "public works" and "maintenance" projects. Section 1720 of the California Labor Code states in part: "For purposes of this paragraph, 'construction' includes work performed during the design and preconstruction phases of construction including, but not limited to, inspection and land surveying work." If the Services/Scope of Work are being performed as part of an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, and if the total compensation is \$1,000 or more, Contractor agrees to fully comply with such Prevailing Wage Laws. Contractor shall make copies of the prevailing rates of per diem wages for each craft, classification or type of worker needed to execute the Services/Scope of Work available to interested parties upon request, and shall post copies at the Contractor's principal place of business and at the project site. Contractor will also adhere to any other applicable requirements, including but not limited to, those regarding the employment of apprentices, travel and subsistence pay, retention and inspection of payroll records, workers compensation and forfeiture of penalties prescribed in the Labor Code for violations. Contractor shall defend, indemnify and hold the County, its elected officials, officers, employees and agents free and harmless from any claims, liabilities, costs, penalties or interest arising out of any failure or alleged failure to comply with Prevailing Wage Laws. See Attachment "A" for additional information regarding Prevailing Wage Laws.

#### **D.21 Conflict of Interest**

Contractor shall make all reasonable efforts to ensure that no conflict of interest exists between its officers, employees, or subcontractors and the County. Contractor shall make a reasonable effort to prevent its employees, officers, or members of its governing body from using their positions for purposes that are, or give the appearance of being motivated by a desire for private gain for themselves or others such as those with whom they have family business, or other ties. Officers, employees, and agents of cities, counties, districts, and other local agencies are subject to applicable conflict of interest codes and state law. In the event the County determines a conflict of interest situation exists, any increase in costs, associated with the conflict of interest situation, may be disallowed by the County and such conflict may constitute grounds for termination of this Contract. This provision shall not be construed to prohibit employment of persons with whom Contractor's officers, employees, or agents have family, business, or other ties so long as the employment of such persons does not result in increased costs over those associated with the employment of any other equally qualified applicant.

#### **D.22 Improper Consideration**

Contractor shall not offer (either directly or through an intermediary) any improper consideration such as, but not limited to cash, discounts, service, the provision of travel or entertainment, or any items of value to any officer, employee or agent of the County in an attempt to secure favorable treatment regarding this Contract.

The County, by written notice, may immediately terminate this Contract if it determines that any improper consideration as described in the preceding paragraph was offered to any officer, employee or agent of the County with respect to the proposal and award process. This prohibition shall apply to any amendment, extension or evaluation process once a contract has been awarded.

Contractor shall immediately report any attempt by a County officer, employee or agent to solicit (either directly or through an intermediary) improper consideration from Contractor. The report shall be made to the supervisor or manager charged with supervision of the employee or the County Administrative Office. In the event of a termination under this provision, the County is entitled to pursue any available legal remedies.

Contractor shall comply with all applicable conflict of interest statutes and regulations. If Contractor violates any such statutes or regulations, this Contract may be subject to immediate termination in addition to any other remedies available to the County.

#### **D.23 Former County Administrative Officials**

Contractor agrees to provide, or has already provided information on former County of San Bernardino administrative officials (as defined below) who are employed by or represent Contractor. The information provided includes a list of former County administrative officials who terminated County employment within the last five years and who are now officers, principals, partners, associates or members of the business. The information also includes the employment with or representation of Contractor. For purposes of this provision, "County administrative official" is defined as a member of the Board of Supervisors or such officer's staff, County Executive Officer or member of such officer's staff, County department or group head, assistant department or group head, or any employee in the Exempt Group, Management Unit or Safety Management Unit.

#### **D.24 Improper Influence**

Contractor shall make all reasonable efforts to ensure that no County officer or employee, whose position in the County enables him/her to influence any award of this Contract or any

competing offer, shall have any direct or indirect financial interest resulting from the award of this Contract or shall have any relationship to the Contractor or officer or employee of the Contractor.

**D.25 Material Misstatement/Misrepresentation**

If during the course of the administration of this Contract, the County determines that Contractor, at any time during the course of the procurement process or contract term, has made a material misstatement or misrepresentation or that materially inaccurate information has been provided to the County, this Contract may be immediately terminated. If this Contract is terminated according to this provision, the County is entitled to pursue any available legal remedies.

**D.26 Ownership of Documents**

The inmate communications systems, applications, and related records, data, and information (excepting recorded communications, for which the County retains ownership) shall at all times remain the Contractor's sole and exclusive property unless prohibited by law, in which event, the Contractor shall have the unlimited right to use such records, data, and information for investigative and law enforcement purposes. However, during the term of this Contract and for a reasonable period of time thereafter, the Contractor will provide the County with reasonable access to the records. The Contractor (or its licensors, if any) has and will retain all right, title, interest, and ownership in and to (i) the software and any copies, custom versions, modifications, or updates of the software, (ii) all related documentation, and (iii) any trade secrets, know-how, methodologies, and processes related to our Applications, the System, and our other products and services (the "Materials"). The Materials constitute proprietary information and trade secrets of the Contractor and its licensors, whether or not any portion thereof is or may be the subject of a valid copyright or patent.

**D.27 [Reserved]**

**D.28 Release of Information**

No news releases, advertisements, public announcements or photographs arising out of the Contract or Contractor's relationship with County may be made or used without prior written approval of the County.

**D.29 [Reserved]**

**D.30 Damage to County Property**

Contractor shall repair, or cause to be repaired, at its own cost, all damages to County vehicles, facilities, buildings or grounds caused by the willful or negligent acts of Contractor or its employees or agents. Such repairs shall be made immediately after Contractor becomes aware of such damage, but in no event later than thirty (30) days after the occurrence.

If the Contractor fails to make timely repairs, the County may make any necessary repairs. The Contractor, as determined by the County, shall repay all costs incurred by the County for such repairs, by cash payment upon demand, or County may deduct such costs from any amounts due to the Contractor from the County.

**D.31 Air, Water Pollution Control, Safety and Health**

Contractor shall comply with all air pollution control, water pollution, safety and health ordinances and statutes, which apply to the work performed pursuant to this Contract.

#### **D.32 Drug and Alcohol Free Workplace**

In recognition of individual rights to work in a safe, healthful and productive work place, as a material condition of this Contract, the Contractor agrees that the Contractor and the Contractor's employees, while performing service for the County, on County property, or while using County equipment:

**D.32.1** Shall not be in any way impaired because of being under the influence of alcohol or a drug.

**D.32.2** Shall not possess an open container of alcohol or consume alcohol or possess or be under the influence of an illegal drug.

**D.33.3** Shall not sell, offer, or provide alcohol or a drug to another person.

This shall not be applicable to a Contractor or Contractor's employee who, as part of the performance of normal job duties and responsibilities, prescribes or administers medically prescribed drugs.

The Contractor shall inform all employees that are performing service for the County on County property, or using County equipment, of the County's objective of a safe, healthful and productive work place and the prohibition of drug or alcohol use or impairment from same while performing such service for the County.

#### **D.33 [Reserved]**

#### **D.34 Environmental Requirements**

In accordance with County Policy 11-10, the County prefers to acquire and use products with higher levels of post-consumer recycled content. Environmentally preferable goods and materials must perform satisfactorily and be available at a reasonable price. The County requires Contractor to use recycled paper for any printed or photocopied material created as a result of this Contract. Contractor is also required to use both sides of paper sheets for reports submitted to the County whenever practicable.

To assist the county in meeting the reporting requirements of the California Integrated Waste Management Act of 1989 (AB 939), services providers are asked to report on environmentally preferable goods and materials used in the provision of their service to the County.

#### **D.35 Employment Discrimination**

During the term of the Contract, Contractor shall not willfully discriminate against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender identity, gender expression, sexual orientation, age, or military and veteran status. Contractor shall comply with Executive Orders 11246, 11375, 11625, 12138, 12432, 12250, 13672 Title VII of the Civil Rights Act of 1964, the California Fair Housing and Employment Act and other applicable Federal, State and County laws and regulations and policies relating to equal employment and contracting opportunities, including laws and regulations hereafter enacted.

#### **D.36 Debarment and Suspension**

The Contractor certifies that neither it nor its principals or subcontractors is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded

from participation in this transaction by any federal department or agency as required by Executive Order 12549.

**D.37 Informal Dispute Resolution**

Disputes concerning this Contract which cannot be resolved by the designated contract representatives shall be presented in writing to the Undersheriff who shall submit his/her decision in writing to both parties. If the Contractor is unwilling to accept the decision rendered through this procedure or if a decision is not made within 90 days, it may then pursue its normal legal remedies. Pending the conclusion of any disagreement, the interpretation placed upon the Contract by the County will govern the operation thereunder and the Contractor will continue to perform under this Contract.

**D.38 Iran Contracting Act**

IRAN CONTRACTING ACT OF 2010, Public Contract Code sections 2200 et seq. (Applicable for all Contracts of one million dollars (\$1,000,000) or more). In accordance with Public Contract Code section 2204(a), the Contractor certifies that at the time the Contract is signed, the Contractor signing the Contract is not identified on a list created pursuant to subdivision (b) of Public Contract Code section 2203 as a person (as defined in Public Contract Code section 2202(e)) engaging in investment activities in Iran described in subdivision (a) of Public Contract Code section 2202.5, or as a person described in subdivision (b) of Public Contract Code section 2202.5, as applicable.

Contractors are cautioned that making a false certification may subject the Contractor to civil penalties, termination of existing contract, and ineligibility to bid on a contract for a period of three (3) years in accordance with Public Contract Code section 2205.

**D.39 [Reserved.]**

**D.40 Records**

Contractor shall maintain all records and books pertaining to the delivery of services under this Contract and demonstrate accountability for contract performance. All records shall be complete and current and comply with all Contract requirements. Failure to maintain acceptable records shall be considered grounds for withholding of payments for invoices submitted and/or termination of the Contract.

All records relating to the Contractor's personnel, consultants, subcontractors, Services/Scope of Work and expenses pertaining to this Contract shall be kept in a generally acceptable accounting format. Records should include primary source documents. Fiscal records shall be kept in accordance with Generally Accepted Accounting Principles and must account for all funds, tangible assets, revenue and expenditures. Fiscal records must comply with the appropriate Office of Management and Budget (OMB) Circulars which state the administrative requirements, cost principles and other standards for accountancy.

**D.41 [Reserved]**

**D.42 Notice of Delays**

Except as otherwise provided herein, when either party has knowledge that any actual or potential situation is delaying or threatens to delay the timely performance of this contract, that party shall, within twenty-four (24) hours, give notice thereof, including all relevant information with respect thereto, to the other party.

#### **D.43 Disclosure of Criminal and Civil Procedures**

Contractor is required to disclose whether the firm, or any of its partners, principals, members, associates or key employees (as that term is defined herein), within the last ten years, has been indicted on or had charges brought against it or them (if still pending) or convicted of any crime or offense arising directly or indirectly from the conduct of the firm's business, or whether the firm, or any of its partners, principals, members, associates or key employees, has within the last ten years, been indicted on or had charges brought against it or them (if still pending) or convicted of any crime or offense involving financial misconduct or fraud. If the response is affirmative, the Contractor will be asked to describe any such indictments or charges (and the status thereof), convictions and the surrounding circumstances in detail.

In addition, the Contractor is required to disclose whether the firm, or any of its partners, principals, members, associates or key employees, within the last ten years, has been the subject of legal proceedings as defined herein arising directly from the provision of services by the firm or those individuals. "Legal proceedings" means any civil actions filed in a court of competent jurisdiction, or any matters filed by an administrative or regulatory body with jurisdiction over the firm or the individuals. If the response is affirmative, the Contractor will be asked to describe any such legal proceedings (and the status and disposition thereof) and the surrounding circumstances in detail.

For purposes of this provision "key employees" includes any individuals providing direct service to the County. "Key employees" do not include clerical personnel providing service at the firm's offices or locations.

- D.44** Contractor shall protect from unauthorized use or disclosure names and other identifying information concerning persons receiving services pursuant to this Contract, except for statistical information not identifying any participant. The Contractor shall not use or disclose any identifying information for any other purpose other than carrying out the Contractor's obligations under this Contract, except as may be otherwise required by law. This provision will remain in force even after the termination of the Contract.

#### **E. TERM OF CONTRACT AND TERMINATION FOR CONVENIENCE**

This Contract is effective as of June 3, 2015 and expires June 30, 2018 but may be terminated earlier in accordance with provisions of this Contract. The Contract term may be extended for two additional one-year periods by mutual agreement of the parties.

- E.1** County and Contractor have the right to renegotiate the terms and conditions of this Contract if applicable federal or state law or regulations that directly affect inmate telephone services are significantly altered.

**E.1.1 Contract Modifications Resulting From Federal or State Government Actions.** Actions taken by the Federal or State government regarding inmate telephone services operating rules, pricing or other telecommunications-related matters such as but not limited to the elimination of commission based contracts, changes to the allowable rates for calling, may require this Contract to be modified. Contract modifications based on such governmental actions will be accomplished in accordance with Section E.1.2 below. Only those governmental actions identified by County will be used as a basis to modify this Contract under this clause. A contract modification will address the technical effort, associated costs of the effort and any new fee or pricing structure for services rendered.

**E.1.2** This Contract may be modified to make changes required to be compliant with future Federal or State telecommunications laws, rules, or regulations, affecting inmate telephone services. A unilateral or bilateral modification may be used to implement a change. A unilateral modification only requires the signature of the County, whereas a bilateral modification requires the signatures of the County and Contractor to be effective. Procedures to implement a change under each type of modification are stated below:

**E.1.2.1 Unilateral Modification.** In urgent situations to avoid excessive costs or delays, the County may issue a unilateral modification approved in writing by the Sheriff to implement a Federal or State change to inmate telephone services operations or fees. This type of modification authorizes the Contractor to proceed immediately without discussion of price, up to the maximum amounts identified in the modification. Each unilateral modification will include a maximum amount of costs to be expended and an effective period for the modification that shall not exceed 90 days. Contractor is required to submit a proposal to define expended costs and, if required, establish a new fee structure within 30 days after the date of the unilateral modification. County and Contractor will negotiate an amendment to this Contract or a new agreement and include the amendment or agreement in a subsequent bilateral modification (described below) within 90 days after the date of the unilateral modification.

**E.1.2.2 Bilateral Modification.** In non-urgent situations, changes to this Contract which are caused by governmental actions described above will be implemented by a bilateral modification. The County will provide written notification to Contractor of proposed changes to this Contract. Contractor will submit a proposal to the County within 30 days of receipt of notification, which identifies technical changes (if applicable), associated costs and if required, a new fee structure for services rendered. The County and Contractor will negotiate based on the proposal and a bilateral modification in the form of an amendment or a new agreement will be presented for consideration by the Board of Supervisors.

**E.2** The County and the Contractor each reserve the right to terminate the Contract, for any reason, with a ninety (90) day written notice of termination. Such termination may include all or part of the services described herein. Upon such termination, payment will be made to the Contractor for services rendered and expenses reasonably incurred prior to the effective date of termination. Upon receipt of a termination notice Contractor shall promptly discontinue services unless the notice directs otherwise. Contractor shall deliver promptly to County and transfer title (if necessary and by taking into account Section D.26) all completed work, and work in progress, including drafts, documents, plans, forms, data, products, graphics, computer programs and reports.

## **F. COMMISSIONS/MINIMUM ANNUAL GUARANTEE PAYABLE AND TECHNOLOGY FUND**

### **F.1 Commissions/Minimum Annual Guarantee**

**F.1.1 Year 1 – Revenue due to County** represents a Minimum Annual Guarantee (MAG) of \$4,000,000. Payment is due within ten (10) calendar days of installation of equipment and implementation of services to make the system operational or, at County's option, payment will be put into an escrow account, to be released on completion of installation of equipment and implementation of services to make the system operational. Payment may be by way of electronic fund transfer described in F.4.

**F.1.2 Years 2 – 5 –** Revenue due to the County represents a MAG of \$3,500,000.00 or 81% of commissionable revenue, whichever is higher. MAG payments will be paid in twelve monthly installments due on the 10<sup>th</sup> day of each month, and commissions paid on revenues in excess of the MAG shall be payable within 30 days of the end of each calendar month. If legislation is enacted that negatively impacts commissions or disallows the payment of commissions, the County and the Contractor reserve the right to renegotiate the Contract.

**F.2 Technology Fund**

**Year 1:** Three Hundred Thousand Dollars (\$300,000.00) payable in one non-recoverable single payment, due within ten (10) calendar days of installation of equipment and implementation of services to make the system operational or, at County's option, payment will be put into an escrow account, to be released on completion of installation of equipment and implementation of services to make the system operational. Payment may be by way of electronic fund transfer described in F.4.

**Year 2 through 5:** Three Hundred Thousand Dollars (\$300,000.00) payable within ten (10) calendar days of anniversary date of the Contract execution.

**F.4** Contractor shall send all payments to County via electronic funds transfer (EFT) directly deposited into the County's designated checking or other bank account. Contractor shall promptly comply with directions and accurately complete forms provided by County required to process EFT deposits.

**F.5** County is exempt from Federal excise taxes and no payment shall be made for any personal property taxes levied on Contractor or on any taxes levied on employee wages. The County shall only pay for any applicable State or local sales or use taxes on the services rendered or equipment and/or parts supplied to the County pursuant to the Contract.

**F.6** Costs for services under the terms of this Contract shall be incurred during the contract period except as approved by County. Contractor shall not use current year funds to pay prior or future year obligations.

**F.7** Funds made available under this Contract shall not supplant any federal, state or any governmental funds intended for services of the same nature as this Contract. Contractor shall not claim reimbursement or payment from County for, or apply sums received from County with respect to that portion of its obligations that have been paid by another source of revenue. Contractor agrees that it will not use funds received pursuant to this Contract, either directly or indirectly, as a contribution or compensation for purposes of obtaining funds from another revenue source without prior written approval of the County.

**F.8 Debit administration-INVOICING AND COMPENSATION:**

The County shall allow inmates' friends and family members to deposit funds directly into an Inmate Debit calling account or to transfer funds from their facility trust/commissary accounts into an Inmate Debit calling account by making a request through the commissary. Debit calling shall be invoiced on usage. Contractor shall invoice County on a weekly basis for all funding amounts transferred from inmates' facility trust/commissary accounts to Inmate Debit accounts. The invoice will be due and payable upon receipt. Contractor shall pay County in accordance with section F.1.1-2 for revenues that Contractor earns through the completion of Debit calls placed from County's Facilities. Contractor shall remit the commission for a calendar month to County on or before the 30th day after the end of the calendar month in which the Debit calls were made (the "Payment Date").



## **G. INDEMNIFICATION AND INSURANCE REQUIREMENTS**

### **G.1 Indemnification**

The Contractor agrees to indemnify, defend with counsel reasonably approved by County and hold harmless the County and its authorized officers, employees, agents and volunteers ("Indemnitees") from any and all claims, actions, losses, damages and/or liability arising out of this Contract from any cause whatsoever, including the acts, errors or omissions of any person and for any costs or expenses incurred by the County on account of any claim except where such indemnification is prohibited by law. This indemnification provision shall apply regardless of the existence or degree of fault of Indemnitees. The Contractor indemnification obligation applies to the County's "active" as well as "passive" negligence but does not apply to the County's "sole negligence" or "willful misconduct" within the meaning of Civil Code Section 2782.

### **G.2 Additional Insured**

All policies, except for Worker's Compensation, Errors and Omissions and Professional Liability policies shall contain additional endorsements naming the County and its officers, employees, agents and volunteers as additional named insured with respect to liabilities arising out of the performance of services hereunder. The additional insured endorsements shall not limit the scope of coverage for the County to vicarious liability but shall allow coverage for the County to the full extent provided by the policy. Such additional insured coverage shall be at least as broad as Additional Insured (Form B) endorsement form ISO, CG 2010.11 85.

### **G.3 Waiver of Subrogation Rights**

The Contractor shall require the carriers of required coverages to waive all rights of subrogation against the County, its officers, employees, agents, volunteers, contractors and subcontractors. All general or auto liability insurance coverage provided shall not prohibit the Contractor and Contractor's employees or agents from waiving the right of subrogation prior to a loss or claim. The Contractor hereby waives all rights of subrogation against the County.

### **G.4 Policies Primary and Non-Contributory**

All policies required herein are to be primary and non-contributory with any insurance or self-insurance programs carried or administered by the County.

### **G.5 Severability of Interests**

The Contractor agrees to ensure that coverage provided to meet these requirements is applicable separately to each insured and there will be no cross liability exclusions that preclude coverage for suits between the Contractor and the County or between the County and any other insured or additional insured under the policy.

### **G.6 Proof of Coverage**

The Contractor shall furnish Certificates of Insurance to the County Department administering the Contract evidencing the insurance coverage at the time the Contract is executed, additional endorsements, as required shall be provided prior to the commencement of performance of services hereunder, which certificates shall provide that such insurance shall not be terminated or expire without thirty (30) days written notice to the Department, and Contractor shall maintain such insurance from the time Contractor commences performance of services hereunder until the completion of such services. Within fifteen (15) days of the commencement of this contract, the Contractor shall furnish a copy of

the Declaration page for all applicable policies and will provide complete certified copies of the policies and endorsements immediately upon request.

**G.7 Acceptability of Insurance Carrier**

Unless otherwise approved by Risk Management, insurance shall be written by insurers authorized to do business in the State of California and with a minimum "Best" Insurance Guide rating of "A- VII".

**G.8 Deductibles and Self-Insured Retention**

Any and all deductibles or self-insured retentions in excess of \$10,000 shall be declared to and approved by Risk Management.

**G.9 Failure to Procure Coverage**

In the event that any policy of insurance required under this contract does not comply with the requirements, is not procured, or is canceled and not replaced, the County has the right but not the obligation or duty to cancel the contract or obtain insurance if it deems necessary and any premiums paid by the County will be promptly reimbursed by the Contractor or County payments to the Contractor will be reduced to pay for County purchased insurance.

**G.10 Insurance Review**

Insurance requirements are subject to periodic review by the County. The Director of Risk Management or designee is authorized, but not required, to reduce, waive or suspend any insurance requirements whenever Risk Management determines that any of the required insurance is not available, is unreasonably priced, or is not needed to protect the interests of the County. In addition, if the Department of Risk Management determines that heretofore unreasonably priced or unavailable types of insurance coverage or coverage limits become reasonably priced or available, the Director of Risk Management or designee is authorized, but not required, to change the above insurance requirements to require additional types of insurance coverage or higher coverage limits, provided that any such change is reasonable in light of past claims against the County, inflation, or any other item reasonably related to the County's risk.

Any change requiring additional types of insurance coverage or higher coverage limits must be made by amendment to this contract. Contractor agrees to execute any such amendment within thirty (30) days of receipt.

Any failure, actual or alleged, on the part of the County to monitor or enforce compliance with any of the insurance and indemnification requirements will not be deemed as a waiver of any rights on the part of the County.

**G.11 The Contractor agrees to provide insurance set forth in accordance with the requirements herein. If the Contractor uses existing coverage to comply with these requirements and that coverage does not meet the specified requirements, the Contractor agrees to amend, supplement or endorse the existing coverage to do so.**

Without in anyway affecting the indemnity herein provided and in addition thereto, the Contractor shall secure and maintain throughout the contract term the following types of insurance with limits as shown:

**G.11.1 Workers' Compensation/Employer's Liability** – A program of Workers' Compensation insurance or a state-approved, self-insurance program in an amount and form to meet all applicable requirements of the Labor Code of the State of California, including Employer's Liability with \$250,000 limits covering all

persons including volunteers providing services on behalf of the Contractor and all risks to such persons under this contract.

If Contractor has no employees, it may certify or warrant to the County that it does not currently have any employees or individuals who are defined as "employees" under the Labor Code and the requirement for Workers' Compensation coverage will be waived by the County's Director of Risk Management.

With respect to Contractors that are non-profit corporations organized under California or Federal law, volunteers for such entities are required to be covered by Workers' Compensation insurance.

**G.11.2** Commercial/General Liability Insurance – The Contractor shall carry General Liability Insurance covering all operations performed by or on behalf of the Contractor providing coverage for bodily injury and property damage with a combined single limit of not less than one million dollars (\$1,000,000), per occurrence. The policy coverage shall include:

- a. Premises operations and mobile equipment.
- b. Products and completed operations.
- c. Broad form property damage (including completed operations).
- d. Personal injury.
- e. Contractual liability.
- f. \$2,000,000 general aggregate limit.

**G.11.3** Automobile Liability Insurance – Primary insurance coverage shall be written on ISO Business Auto coverage form for all owned, hired and non-owned automobiles or symbol 1 (any auto). The policy shall have a combined single limit of not less than one million dollars (\$1,000,000) for bodily injury and property damage, per occurrence.

If the Contractor is transporting one or more non-employee passengers in performance of contract services, the automobile liability policy shall have a combined single limit of two million dollars (\$2,000,000) for bodily injury and property damage per occurrence.

If the Contractor owns no autos, a non-owned auto endorsement to the General Liability policy described above is acceptable.

**G.11.4** Umbrella Liability Insurance – An umbrella (over primary) or excess policy may be used to comply with limits or other primary coverage requirements. When used, the umbrella policy shall apply to bodily injury/property damage, personal injury/advertising injury and shall include a "dropdown" provision providing primary coverage for any liability not covered by the primary policy. The coverage shall also apply to automobile liability.

**G.11.5** Errors and Omissions Liability Insurance – Errors and Omissions Liability Insurance with limits of not less than one million (\$1,000,000) and two million (\$2,000,000) aggregate limits

If insurance coverage is provided on a "claims made" policy, the "retroactive date" shall be shown and must be before the date of the state of the contract work. The

claims made insurance shall be maintained or "tail" coverage provided for a minimum of five (5) years after contract completion.

## **H. RIGHT TO MONITOR AND AUDIT**

- H.1** The County, State and Federal government shall have absolute right to review and audit all records, books, papers, documents, corporate minutes, and other pertinent items as requested, and shall have absolute right to monitor the performance of Contractor in the delivery of services provided under this Contract. Contractor shall give full cooperation, in any auditing or monitoring conducted. Contractor shall cooperate with the County in the implementation, monitoring, and evaluation of this Contract and comply with any and all reporting requirements established by the County.
- H.2** All records pertaining to services delivered and all fiscal, statistical and management books and records shall be available for examination and audit by County representatives for a period of three years after final payment under this Contract or until all pending County, State and Federal audits are completed, whichever is later.

## **I. DEFAULTS AND REMEDIES**

- I.1** Default. The following constitutes an event of default ("Event of Default") under this Contract:

**I.1.1** Contractor fails to perform satisfactorily any services required or fails to perform satisfactorily any services within the time limits specified or established in any work plan;

**I.1.2** Contractor fails to perform any material provision of this Contract;

**I.1.3** Contractor files a petition for bankruptcy or a corporate reorganization pursuant to the federal bankruptcy laws or has a petition filed against it and that it fails to have dismissed within 90 days; or,

**I.1.4** Contractor has engaged in fraudulent acts in connection with performance of this Contract which have been verified by the County.

- I.2** Remedies. In addition to any other remedies authorized by law, the County may exercise one or more of the following remedies in the Event of Default as identified in this Section:

**I.2.1** The SHERIFF may assess any fees identified in Exhibit I;

**I.2.2** The Board of Supervisors may terminate this Contract for default as identified herein.

Prior to sending a notice of termination, the County shall give the Contractor written notice specifying in detail the Contractor's failure to perform or perform satisfactorily. The County shall give Contractor a reasonable period of time to cure that shall not be less than 10 days from the date of the notice. If within that time period, Contractor shall not have either corrected such failure, or in the case of failure which cannot be corrected in that time period, begun in good faith to correct such failure and be proceeding diligently to complete such correction, County may provide Contractor with a notice of termination of this Contract.

## **J. NOTICES**

All written notices provided for in this Contract or which either party desires to give to the other shall be deemed fully given, when made in writing and either served personally, served by way of a recognized express or overnight delivery service as provided below, or by facsimile transmission, or deposited in the United States mail, postage prepaid, and addressed to the other party as follows:

**County of San Bernardino**

San Bernardino County Sheriff's Department  
Bureau of Administration/Contracts Unit  
655 East Third Street  
San Bernardino, CA 92415-0061  
Fax: (909) 387-3444

**Contractor**

Securus Technologies, Inc.  
14651 Dallas Parkway, Suite 600  
Dallas, TX 75254

FAX: (###) ###-####

Notice shall be deemed communicated two (2) County working days from the time of mailing if mailed as provided in this paragraph.

**K. ENTIRE AGREEMENT**

This Contract, including all Exhibits and other attachments, which are attached hereto and incorporated by reference, and other documents incorporated herein, represents the final, complete and exclusive agreement between the parties hereto.

**K.1 Order of Precedence of Documents.**

K.1.1 This Contract consists of:

K.1.1.1 The body of this Contract

K.1.1.2 Exhibits I through IV

K.1.1.3 Attachments A through B

K.1.1.4 RFP No. SHR215-CORRB-1224

K.1.1.5 The Contractor's proposal in response to RFP No. SHR215-CORRB-1224

K.1.2 In the event of any inconsistency in or conflict among the document elements of this Contract, the inconsistency or conflict shall be resolved by giving precedence to the elements in the following order:

K. 1.2.1 First, the body of this Contract (including any definitions included on Attachment B.

K.1.2.2 Second, Attachments A and Exhibits I through IV

K.1.2.3 Third, the Request for Proposals (RFP)SHR215-CORRB-1224, including all amendments thereto.

K.1.2.4 Fourth, the Contractor's proposal in response to RFP No. SHR215-CORRB-1224.

K.1.2.5 Fifth, all other written documentation and correspondence pertaining to this Contract.

IN WITNESS WHEREOF, the County of San Bernardino and the Contractor have each caused this Contract to be subscribed by its respective duly authorized officers, on its behalf.

COUNTY OF SAN BERNARDINO

►

James Ramos, Chairman, Board of Supervisors

Dated: JUN 02 2015

SIGNED AND CERTIFIED THAT A COPY OF THIS DOCUMENT HAS BEEN DELIVERED TO THE CHAIRMAN OF THE BOARD

Laura H. Welch  
Clerk of the Board of Supervisors  
of the County of San Bernardino

By

Deputy

Securus Technologies, Inc.

(Print or type name of corporation, company, contractor, etc.)

By ►

*Robert L. Lickens*

(Authorized signature - sign in blue ink)

Name

*Robert L. Lickens*

(Print or type name of person signing contract)

Title

*President*



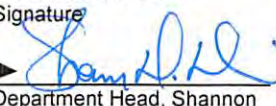
(Print or Type)

Dated:

*5-29-15*

Address 14651 Dallas Parkway, Suite 600

Dallas, TX 75254

<p>Approved as to Legal Form</p> <p></p> <p>County Counsel, Michelle D. Blakemore, Chief Assistant</p> <p>Date <u>6-1-15</u></p>	<p>Reviewed by Contract Compliance</p> <p></p> <p>Date _____</p>	<p>Presented to BOS for Signature</p> <p></p> <p>Department Head, Shannon Dicus, Captain</p> <p>Date <u>6/1/15</u></p>
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Auditor-Controller/Treasurer/Tax Collector Use Only		CAO Use Only	
<input type="checkbox"/> Contract Database	<input type="checkbox"/> FAS	Not required for mid fiscal year cancellations	
Input Date	Keyed By	Effective Date	Analyst Initials

## **ATTACHMENT A**

### **PREVAILING WAGE REQUIREMENTS**

**A. All or a portion of the Scope of Work in the Contract requires the payment of prevailing wages and compliance with the following requirements.**

#### **1. Determination of Prevailing Rates:**

Pursuant to Labor Code sections 1770, et seq., the County has obtained from the Director of the Department of Industrial Relations (DIR) pursuant to the California Labor Code, the general prevailing rates of per diem wages and the prevailing rates for holiday and overtime work in the locality in which the Scope of Work is to be performed. Copies of said rates are on file with the County, will be made available for inspection during regular business hours, may be included elsewhere in the specifications for the Scope of Work, and are also available online at [www.dir.ca.gov](http://www.dir.ca.gov). The wage rate for any classification not listed, but which may be required to execute the Scope of Work, shall be commensurate and in accord with specified rates for similar or comparable classifications for those performing similar or comparable duties. In accordance with Labor Code section 1773.2, the Contractor shall post, at appropriate and conspicuous locations on the jobsite, a schedule showing all applicable prevailing wage rates and shall comply with the requirements of Labor Code sections 1773, et seq.

#### **2. Payment of Prevailing Rates**

Each worker of the Contractor, or any subcontractor, engaged in the Scope of Work, shall be paid not less than the general prevailing wage rate, regardless of any contractual relationship which may be alleged to exist between the Contractor or any subcontractor, and such worker.

#### **3. Prevailing Rate Penalty**

The Contractor shall, as a penalty, forfeit two hundred dollars (\$200.00) to the County for each calendar day or portion thereof, for each worker paid less than the prevailing rates as determined by the Director of the DIR for such work or craft in which such worker is employed by the Contractor or by any subcontractor in connection with the Scope of Work. Pursuant to California Labor Code section 1775, the difference between such prevailing wage rates and the amount paid to each worker for each calendar day, or portion thereof, for which each worker was paid less than the prevailing wage rate, shall be paid to each worker by the Contractor.

#### **4. Ineligible Contractors:**



Pursuant to the provisions of Labor Code section 1777.1, the Labor Commissioner publishes and distributes a list of contractors ineligible to perform work as a contractor or subcontractor on a public works project. This list of debarred contractors is available from the DIR website at <http://www.dir.ca.gov/Public-Works/PublicWorks.html>. Any contract entered into between a contractor and a debarred subcontractor is void as a matter of law. A debarred subcontractor may not receive any public money for performing work as a subcontractor on a public works contract, and any public money that may have been paid to a debarred subcontractor by a contractor on the project shall be returned to the County. The Contractor shall be responsible for the payment of wages to workers of a debarred subcontractor who has been allowed to work on the Scope of Work.

## **5. Payroll Records:**

Pursuant to California Labor Code section 1776, the Contractor and each subcontractor, shall keep accurate certified payroll records, showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker or other employee employed by them in connection with the Scope of Work. The payroll records enumerated herein shall be verified by a written declaration made under penalty of perjury that the information contained in the payroll record is true and correct and that the Contractor or subcontractor has complied with the requirements of the California Labor Code sections 1771, 1811, and 1815 for any Scope of Work performed by his or her employees. The payroll records shall be available for inspection at all reasonable hours at the principal office of the Contractor on the following basis:

- (1) A certified copy of an employee's payroll record shall be made available for inspection or furnished to such employee or his/her authorized representative on request;
- (2) A certified copy of all payroll records shall be made available for inspection or furnished upon request to the County, the Division of Labor Standards Enforcement of the DIR;
- (3) A certified copy of payroll records shall be made available upon request to the public for inspection or copies thereof made; provided, however, that a request by the public shall be made through either the County or the Division of Labor Standards Enforcement. If the requested payroll records have not been previously provided to the County or the Division of Labor Standards Enforcement, the requesting party shall, prior to being provided the records, reimburse the cost of preparation by the Contractor, subcontractor and the entity through which the request was made; the public shall not be given access to such records at the principal office of the Contractor;

- (4)** The Contractor shall file a certified copy of the payroll records with the entity that requested such records within ten (10) days after receipt of a written request; and
- (5)** Copies provided to the public, by the County or the Division of Labor Standards Enforcement shall be marked or obliterated in such a manner as to prevent disclosure of an individual's name, address and social security number. The name and address of the Contractor or any subcontractor, performing a part of the Scope of Work shall not be marked or obliterated. The Contractor shall inform the County of the location of payroll records, including the street address, city and county and shall, within five (5) working days, provide a notice of a change of location and address.

The Contractor shall have ten (10) days from receipt of the written notice specifying in what respects the Contractor must comply with the above requirements. In the event Contractor does not comply with the requirements of this section within the ten (10) day period, the Contractor shall, as a penalty to the County, forfeit one-hundred dollars (\$100.00) for each calendar day, or portion thereof, for each worker, until strict compliance is effectuated. Upon the request of the Division of Labor Standards Enforcement, such penalty shall be withheld from any portion of the payments then due or to become due to the Contractor.

#### **6. Limits on Hours of Work:**

Pursuant to California Labor Code section 1810, eight (8) hours of labor shall constitute a legal day's work. Pursuant to California Labor Code section 1811, the time of service of any worker employed at any time by the Contractor or by a subcontractor, upon the Scope of Work or upon any part of the Scope of Work, is limited and restricted to eight (8) hours during any one calendar day and forty (40) hours during any one calendar week, except as provided for under Labor Code section 1815. Notwithstanding the foregoing provisions, work performed by employees of Contractor or any subcontractor, in excess of eight (8) hours per day and forty (40) hours during any one week, shall be permitted upon compensation for all hours worked in excess of eight (8) hours per day at not less than one and one-half (1½) times the basic rate of pay.

#### **7. Penalty for Excess Hours:**

The Contractor shall pay to the County a penalty of twenty-five dollars (\$25.00) for each worker employed on the Scope of Work by the Contractor or any subcontractor, for each calendar day during which such worker is required or permitted to work more than eight (8) hours in any calendar day and forty (40) hours in any one calendar week, in violation of the provisions of the California Labor Code, unless compensation to the worker so employed by the Contractor

is not less than one and one-half (1½) times the basic rate of pay for all hours worked in excess of eight (8) hours per day.

**8. Senate Bill 854 (Chapter 28, Statutes of 2014) Requirements:**

**(1)** Contractor shall comply with Senate Bill 854 (signed into law on June 20, 2014). The requirements include, but are not limited to, the following:

- a. No contractor or subcontractor may be listed on a bid proposal (submitted on or after March 1, 2015) for a public works project unless registered with the DIR pursuant to Labor Code section 1725.5, with limited exceptions from this requirements for bid purposes only as allowed under Labor Code section 1771.1(a).
- b. No contractor or subcontractor may be awarded a contract for public work or perform work on a public works project (awarded on or after April 1, 2015) unless registered with the DIR pursuant to Labor Code section 1725.5.
- c. This project is subject to compliance monitoring and enforcement by the DIR.
- d. As required by the DIR, Contractor is required to post job site notices, as prescribed by regulation, regarding compliance monitoring and enforcement by the DIR.
- e. Contractors and all subcontractors must submit certified payroll records online to the Labor Commissioner for all new public works projects issued on or after April 1, 2015, and for all public works projects, new or ongoing, on or after January 1, 2016.
  - a. The certified payroll must be submitted at least monthly to the Labor Commissioner.
  - b. The County reserves the right to require Contractor and all subcontractors to submit certified payroll records more frequently than monthly to the Labor Commissioner
  - c. The certified payroll records must be in a format prescribed by the Labor Commissioner.

**(2)** As required by Labor Code 1771.1(a) "A contractor or subcontractor shall not be qualified to bid on, be listed in a bid proposal, subject to the requirements of Section 4104 of the Public Contract Code, or engage in the performance of any contract for public work, as defined in this chapter, unless currently registered and qualified to perform public work pursuant to Section 1725.5. It is not a violation of this section for an unregistered contractor to submit a bid that is authorized by Section 7029.1 of the Business and Professions Code or by Section 10164 or 20103.5 of the Public Contract Code, provided the

contractor is registered to perform public work pursuant to Section 1725.5 at the time the contract is awarded."

## **B. STATE PUBLIC WORKS APPRENTICESHIP REQUIREMENTS**

### **1. State Public Works Apprenticeship Requirements:**

The Contractor is responsible for compliance with Labor Code section 1777.5 and the California Code of Regulations, title 8, sections 230 – 230.2 for all apprenticeable occupations (denoted with "#" symbol next to craft name in DIR Prevailing Wage Determination), whether employed by the Contractor, subcontractor, vendor or consultant. Included in these requirements is (1) the Contractor's requirement to provide notification (i.e. DAS-140) to the appropriate apprenticeship committees; (2) pay training fund contributions for each apprenticeable hour employed on the Contract; and (3) utilize apprentices in a minimum ratio of not less than one apprentice hour for each five journeyman hours by completion of Contract work (unless an exception is granted in accordance with Labor Code section 1777.5) or request for the dispatch of apprentices.

Any apprentices employed to perform any of the Scope of Work shall be paid the standard wage to apprentices under the regulations of the craft or trade for which such apprentice is employed, and such individual shall be employed only for the work of the craft or trade to which such individual is registered. Only apprentices, as defined in California Labor Code section 3077, who are in training under apprenticeship standards and written apprenticeship agreements under California Labor Code sections 3070 et seq. are eligible to be employed for the Scope of Work. The employment and training of each apprentice shall be in accordance with the provisions of the apprenticeship standards and apprentice agreements under which such apprentice is training.

### **2. Compliance with California Labor Code section 1777.5 requires all public works contractors to:**

#### **(1) Submit Contract Award Information (DAS-140)**

- a. Although there are a few exemptions (identified below), all Contractors, regardless of union affiliation, must submit contract award information when performing on a California public works project.
- b. The DAS-140 is a notification "announcement" of the Contractor's participation on a public works project—it is not a request for the dispatch of an apprentice.
- c. Contractors shall submit the contract award information (you may use form DAS 140) within 10 days of the execution of the prime contract or subcontract, but in no event later than the first day in which the Contractor has workers employed on the public work.

- d. Contractors who are already approved to train apprentices (i.e. check "Box 1" on the DAS-140) shall only be required to submit the form to their approved program.
- e. Contractors who are NOT approved to train apprentices (i.e. those that check either "Box 2" or "Box 3" on the DAS-140) shall submit the DAS-140 TO EACH of the apprenticeship program sponsors in the area of your public works project. For a listing of apprenticeship programs see <http://www.dir.ca.gov/Databases/das/pwaddrstart.asp>.

## **(2) Employ Registered Apprentices**

- a. Labor Code section 1777.5 requires that a contractor performing work in an "apprenticeable" craft must employ one (1) hour of apprentice work for every five (5) hours performed by a journeyman. This ratio shall be met prior to the Contractor's completion of work on the project. "Apprenticeable" crafts are denoted with a pound symbol "#" in front of the craft name on the prevailing wage determination.
- b. All Contractors who do not fall within an exemption category (see below) must request for dispatch of an apprentice from an apprenticeship program (for each apprenticeable craft or trade) by giving the program actual notice of at least 72 hours (business days only) before the date on which apprentices are required.
- c. Contractors may use the "DAS-142" form for making a request for the dispatch of an apprentice.
- d. Contractors who are participating in an approved apprenticeship training program and who did not receive sufficient number of apprentices from their initial request must request dispatch of apprentices from ALL OTHER apprenticeship committees in the project area in order to fulfill this requirement.
- e. Contractor should maintain and submit proof (when requested) of its DAS-142 submittal to the apprenticeship committees (e.g. fax transmittal confirmation). A Contractor has met its requirement to employ apprentices only after it has successfully made a dispatch request to all apprenticeship programs in the project area.
- f. Only "registered" apprentices may be paid the prevailing apprentice rates and must, at all times work under the supervision of a Journeyman (Cal. Code Regs., tit 8, § 230.1).

## **(3) Make Training Fund Contributions**

- a. Contractors performing in apprenticeable crafts on public works projects, must make training fund contributions in the amount established in the prevailing wage rate publication for journeymen and apprentices.

- b. Contractors may use the "CAC-2" form for submittal of their training fund contributions.
- c. Contractors who do not submit their training fund contributions to an approved apprenticeship training program must submit their contributions to the California Apprenticeship Council (CAC), PO Box 420603, San Francisco, CA 94142-0603.
- d. Training fund contributions to the CAC are due and payable on the 15th day of the month for work performed during the preceding month.
- e. The "training" contribution amount identified on the prevailing wage determination shall not be paid to the worker, unless the worker falls within one of the exemption categories listed below.

### **3. Exemptions to Apprenticeship Requirements:**

The following are exempt from having to comply with California apprenticeship requirements. These types of contractors do not need to submit a DAS-140, DAS-142, make training fund contributions, or utilize apprentices.

- a. When the Contractor holds a sole proprietor license ("Owner-Operator") and no workers were employed by the Contractor. In other words, the contractor performed the entire work from start to finish and worked alone.
- b. Contractors performing in non-apprenticeable crafts. "Apprenticeable" crafts are denoted with a pound symbol "#" in front of the craft name on the prevailing wage determination.
- c. When the Contractor has a direct contract with the Public Agency that is under \$30,000.
- d. When the project is 100% federally-funded and the funding of the project does not contain any city, county, and/or state monies (unless the project is administered by a state agency in which case the apprenticeship requirements apply).
- e. When the project is a private project not covered by the definition of public works as found in Labor Code section 1720.

### **4. Exemption from Apprenticeship Ratios:**

The Joint Apprenticeship Committee shall have the discretion to grant a certificate, which shall be subject to the approval of the Administrator of Apprenticeship, exempting the Contractor from the 1-to-5 ratio set forth in this Section when it finds that any one of the following conditions are met:

- a. Unemployment for the previous three-month period in such area exceeds an average of fifteen percent (15%); or
- b. The number of apprentices in training in such area exceeds a ratio of 1-to-5 in relation to journeymen; or

- c. The Apprenticeable Craft or Trade is replacing at least one-thirtieth (1/30) of its journeymen annually through apprenticeship training, either on a statewide basis or on a local basis; or
- d. If assignment of an apprentice to any work performed under the Contract Documents would create a condition which would jeopardize such apprentice's life or the life, safety or property of fellow employees or the public at large, or if the specific task to which the apprentice is to be assigned is of such a nature that training cannot be provided by a journeyman.

When such exemptions from the 1-to-5 ratio between apprentices and journeymen are granted to an organization which represents contractors in a specific trade on a local or statewide basis, the member contractors will not be required to submit individual applications for approval to local Joint Apprenticeship Committees, provided they are already covered by the local apprenticeship standards.

#### **5. Contractor's Compliance:**

The responsibility of compliance with this Section for all Apprenticeable Trades or Crafts is solely and exclusively that of the Contractor. All decisions of the Joint Apprenticeship Committee(s) under this Section are subject to the provisions of California Labor Code section 3081 and penalties are pursuant to Labor Code section 1777.7 and the determination of the Labor Commissioner.



## ATTACHMENT B

### Definitions

1. **AIS** - Automated Information Service is an interactive voice response used to automate responses to questions for inmates and community inquiries with voicemail and phone trust funding; and managing 80% of inbound calls to automate questions from inmates to staff as well as inquiries from the public to provide responses to repetitive inmate questions to officers
2. **Basic Inmate Telephone Services** – Suite of services and features associated with Inmate Telephone Services (ITS) and bundled as a basic ITS offering, as listed in Contract's section B.1
3. **Billed Number and Address inquiries** – Billed number and address/location look-up capability
4. **CLEC** – Competitive Local Exchange Carrier - a telecommunications provider competing with other already established carriers.
5. **Covert Alert with Barge-In** - Real time, remote call alerts and real time e-mail alerts, with the capability for the authorized user to interrupt the call and "barge into" the conversation or terminate the call.
6. **Crime Tip Hot Line** - An offender crime-reporting tool that provides offenders with a secure way to provide crime tips and/or leave contact information for follow-up, if they desire. The telephone system anonymously records all messages left on the Crime Tip Hotline, allowing offenders to provide crucial information without being exposed as an informant.
7. **Dual Tone Multi-Frequency or Digital Tone Multi-Frequency (DTMF)** - In-band telecommunication signaling system using the voice-frequency band over telephone lines between telephone equipment and other communications devices and switching centers. Digital Tone Multi-Frequency Detection prevents inmates from dialing digits after the call is connected. Attempts to obtain a secondary dial tone are prevented.
8. **ICER** - Inmate Inter-Communication Evaluation and Reporting: The ICER system, designed and developed by JLG Technologies (purchased by Securus on June 11, 2014), employs new technologies and techniques to detect and report Inmate-to-Inmate Communications (that are found to be a significant security threat and that take place), and prevent such communications from happening in the future.
9. **ITS** – Inmate Telephone Service
10. **IVR** – Interactive Voice Response. Allows customers to interact with a company's host system via telephone keypad or by speech recognition, after which they can service their own inquiries by following the IVR dialogue.
11. **JLG** – JLG Technologies, a technology company purchased by Securus on June 11, 2014, that offered the leading, state-of-the-art "true" continuous voice verification in the industry purchased by Securus
12. **JMS** - Jail Management System
13. **Keyword Spotting with Flexible Dictionary** – An investigative tool that automatically finds specified keywords and short phrases within inmate conversations, with a default



dictionary of more than 7,500 search words that can be customized to meet the facility's needs, including slang and jargon not found in standard dictionaries. As security threat groups expand their code word vocabulary and new intelligence is gained, new keywords can be added.

14. **Location Based Services (LBS)** for cell phone location and GEO Fencing of San Bernardino County's facilities and investigative targeting of known criminal locations and expedited response times in exigent circumstances
15. **LEC - Location Exchange Carrier** – a regulatory term in telecommunications for the local telephone company.
16. **Officer Check-in** – Feature that enables staff to use an offender telephone within the housing unit to document the location, date, and time of their contact with the offender-housing unit or cell.
17. **PAN** – Personal Allowed Number. The capability to restrict certain inmates to access only approved/allowed phone numbers.
18. **Patented Automated Operator Services (AOS)** - Automated operator assisted calling for collect calls from Inmates at Confinement Facilities. The IVR system provides AOS that uses clear, concise, professionally recorded voice prompts to establish call acceptance and assist inmates and called parties throughout the call process.
19. **Patented Perma Block** - Patented process that allows a called party to block their number prior to accepting a call. This feature may be used to block calls from any offender in a County facility
20. **Patented Real Time Remote Call Forwarding Detection** – Patented technology used in detecting and disconnecting a call forwarding event in real time during the call. Facilities are provided with the option of either terminating a forwarded call before the connection occurs or flagging a forwarded call for future investigation.
21. **Patented Three-Way Call Detection** – Patented three-way call detection feature with integrated investigative and fraud detection capability used for detecting and terminating three-way calls
22. **Phone Trust Funding** – Non-interest bearing trust account where funds are deposited so inmates can make withdrawals for a variety of reasons, including phone time
23. **PIN** – Personal Identification Number or Personal Authorization Number
24. **PREA** – Prison Rape Elimination Act. Passed by the U.S. Congress in 2003 to “provide for the analysis of the incidence and effects of prison rape in Federal, State, and local institutions and to provide information, resources, recommendations and funding to protect individuals from prison rape”.

Sources: <http://www.prearesourcecenter.org/about/prison-rape-elimination-act-prea>; <http://www.sheriffs.org/content/prea>;  
<http://ojp.gov/programs/prisonrapeelimination.htm>

25. **Real-time call monitoring** – Monitoring of an inmate's call activity in a real-time and live basis, as opposed to monitoring a recording.

26. **Reverse Look Up with Mapping** – Ability to identify the billing name and address (BNA), and mapping of a dialed phone number captured in a call detail record.
27. **Scan Patrol** – Monitoring feature used to scan through live calls via the existing live monitoring available. Similar to the scan function on most automobile AM/FM radios, users can enter a specific time for which the system will play each call before automatically moving to the next active call. The scanning will begin from the first active call on the first active port and continue to the next active call, looping back to the first active call when reaching the end.
28. **SCP** – Secure Call Platform; Securus' Web-based platform that offers numerous ways to track inmate calling, secure, remote system access to all reports and features from any personal computer or mobile device used by authorized users.
29. **Secure Remote Access to System Information** – Secure, password-encrypted and authentication for authorized users to access the Inmate Telephone System remotely
30. **THREADS** – Securus' Investigative Data Analytics and Lead Generating Software. Used to analyze corrections and communications data such as inmate information, call data from SCP, public phone records (obtained through normal legal process), money transfer transactions, cell tower record downloads, data from confiscated cell phones (text messages, emails, calls, contacts, pictures), and called party data including billing name and address, communication history, and much more – in order to generate focused and targeted investigative leads for investigators.
31. **Voice Biometric Identification** - Advanced voiceprint and speaker verification technology to match a sample of the inmate's voice with their assigned PIN to prevent fraudulent calls from ever connecting. Allows authorized officers the capability to listen to the inmate voice print's and enrollments, identify the inmate, and reset the voice print to allow the inmate to re-enroll into the system or disable the inmate from using Voice Biometrics

## Exhibit I – Inmate Telephone System Basic Services and Minimum Requirements

Functional Capabilities and Features Requirements	
General Requirements	
The Contractor shall be responsible for the billing and collection of all completed inmate Collect, Prepaid, and Debit calls in accordance with FCC and CPUC recorded and approved tariff rates.	
The Contractor shall provide capability for Collect, Prepaid, and Debit calls.	
The Contractor shall offer a one-time service, targeted to called parties who do not have a Prepaid or Debit account, or who may be blocked from receiving Collect calls. The call is connected by providing the receiving party with an alternative payment mechanism, if traditional Collect is not available or cannot be billed, allowing recipients of inmate Collect calls to pay for that call. When the call is placed, the called party will be prompted for credit card information and once received and validated, the call will be connected. <b>Subsequent Collect calls to the called number will be denied, prompting the called party to set up a Prepaid or Debit account.</b>	
The Contractor shall provide the County the ability to establish maximum Collect call charge limits to a telephone number, for credit worthy end users and the flexibility to change the Collect call thresholds. The initial Collect call thresholds will be set at a minimum of Seventy-Five Dollars (\$75.00) per telephone number per month. Once the threshold is reached, only prepaid or debit calls will be authorized. Collect call thresholds cannot be changed by the Contractor, without approval of the County. The County will have the option of changing the Collect call threshold as it deems fit, with a month's notice to the Contractor.	
The Contractor shall provide Personal Identification Numbers or Personal Authorization Numbers (PINS) to each inmate.	
The Contractor shall provide an Authorized Call list or Personal Allowed Number (PAN) list. The inmate will have a maximum of 20 pre-approved telephone numbers.	
The San Bernardino County Sheriff's Department will not be responsible for any uncollectible charges, including but not limited to incomplete calls and bad debt on Collect calls. The Contractor shall not bill users for incomplete calls (e.g., network intercept recordings, busy signals, no-answers, etc.).	
The Contractor shall provide eight (8) System Administrative Consoles or Workstations. Each Workstation includes a computer, monitor, printer, and all necessary software to review and monitor phone calls. The computer, printer, monitor, and any other related hardware associated with the consoles shall be new, name brand contemporary models with sufficient processing speed, storage capacity, and other feature functionality to ensure rapid and efficient retrieval of data throughout the term of the Agreement. The Workstations shall include but not be limited to computer hardware and software, computer memory, disk storage capacity, computer displays, and printers. The Contractor shall also provide any ancillary equipment deemed necessary for the monitoring, recording, archiving, or retrieval of inmate calls. The Contractor shall also provide the	

Auditor-Controller/Treasurer/Tax Collector Use Only		CAO Use Only	
<input type="checkbox"/> Contract Database	<input type="checkbox"/> FAS	Not required for mid fiscal year cancellations	
Input Date	Keyed By	Effective Date	Analyst Initials



telecommunications network designed to provide (on-site and/or remote) administration of the ITS.

Two (2) of the Workstations will be for the West Valley Detention Center, and shall comply with the following specifications:

WEST VALLEY DETENTION WORKSTATIONS	
Description	Quantity
Dell Precision T3600,MT, 635W (225-2090)	2
Four Core XEON E5-1620, 3.6GHz, 10M, Turbo, Dell Precision T3600 (317-8695)	2
32GB DDR3 RDIMM 1600,ECC,4x8GB,Dell Precision T3600 (317-9077)	2
Dell USB KB, English, WIN7/8, OptiPlex and Precision Desktop (331-9586)	2
Monitor - Dell P2414H 24" Widescreen Flat Panel Dual Monitor with MDS14 Dual Monitor Stand	2
DUAL 2 GB NVIDIA Quadro K2000 (2 cards w/ 2DP and 1DVI-I each) (4DP-DVI and 2DVI-VGA adapter) (490-BBHF)	2
512GB 2.5" SATA3 Mobility Solid State Drive (400-AATN)	2
C2 SATA/SSD 2.5 Inch,1-2 Hard Drives, Dell Precision T3600 (342-3431)	2
Windows 7 Professional, No Media, 64-bit,Fixed Precision, English (421-5607)	2
Windows 7 Label, OptiPlex, Fixed Precision, Vostro Desktop (330-6228)	2
Windows 7 XP Mode, Opti/PWS/Lat/Vost (421-2262)	2
Dell Client System Update (Updates latest Dell Recommended BIOS, Drivers, Firmware and Apps),Precision Desktop (421-5335)	2
Dell Data Protection Access, Precision Workstations (421-7814)	2
Dell MS111 USB Optical Mouse,OptiPlex and Fixed Precision (330-9458)	2
Integrated Intel controller, SATA 3Gb/s RAID 0/1/5/10 (4 ports), Dell Precision T3600 (342-5613)	2
6x Blu-Ray Burner and 16x DVD+/-RW, Dell Precision Tx600 (318-1328)	2
Cable for 2nd 5.25 Optical Drive, Dell Precision T3600 (331-4089)	2
Cyberlink Power DVD software V9.5 (Blu-Ray) without Media (429-AAFZ)	2
No Speaker option (313-2663)	2
Precision T3600,635W 90 Percent Efficiency Power Supply (331-4092)	2
Enable Low Power Mode for EUP Compliance, Dell Precision Desktop (342-2635)	2
Regulatory Label, Dell Precision T3600 (331-4090)	2
Power Cord,125V,2M,C13,Dell Precision (330-3157)	2
Documentation (English), Dell Latitude and Precision Workstations (332-0472)	2
RAID,CNTRL,INTEL,PAYG,A,T3600 (331-4107)	2
Energy Star Not Selected, Dell Precision Desktop (330-3201)	2
No Out-of-Band Systems MGMT, Dell Precision T3600 (331-4113)	2
No Resource CD for Dell Precision Desktop (330-4024)	2
NO RAID, Dell Precision Tx600 (331-4816)	2
Quick Reference Guide, English, Dell Precision T3600,T5600 and T7600 (331-4094)	2

Shipping Material for System, Dell Precision T3600 (331-4091)	2
Microsoft Office Trial, MUI, OptiPlex, Precision, Latitude (630-AABP)	2
Basic Hardware Service: Next Business Day Onsite Service After Remote Diagnosis 2 Year Extended (994-2282)	2
Basic Hardware Service: Next Business Day Onsite Service After Remote Diagnosis Initial Year (994-7970)	2
Dell Limited Hardware Warranty Plus Service Extended Year(s) (938-3758)	2
Dell Limited Hardware Warranty Plus Service Initial Year (934-7327)	2

The Contractor shall, at the end of the third year of the Agreement or thereafter, replace any or all Workstation-related components at the request of the County should equipment be determined as outdated and/or inefficient.

The Contractor will be responsible for paying for and installing any additional physical plant requirements (power, security, data, cabling, physical space, HVAC, etc.). Any cabling, wiring, or conduit installed becomes the property of the County.

The Contractor shall be responsible for obtaining, developing, and implementing the interface requirements (i.e., with Commissary Vendor) required to implement the Inmate Telephone System and associated services (i.e. PINs, Debit, etc.). The Contractor shall bear all costs of required interface(s).

The Contractor shall have a Back-Up or Redundancy Plan, as well as a Disaster Recovery Plan and provide its processes, policies, and procedures relating to the preparation of recovery or continuation of the requirements in this Agreement preceding and/or following a natural or human-induced disaster.

### **System Requirements**

The Contractor's system shall be of an open architecture to allow ease of integration with existing or future systems that operate on either PC-based networks, mainframes, or other platforms. The Contractor will be responsible for any interface costs with in-house JMS or Commissary systems.

The Contractor's system shall permit one-way outgoing calls billed to the called party or charged to a debit system set up for inmate use for the purpose of placing phone calls through this system. The Inmate Telephone System shall provide for an automated operator telephone system and shall be capable of providing services by Bill Type (Collect, Prepaid, Debit) and Call Type (local, intra-LATA, inter-LATA, Interstate, International). The Contractor's automated operator Inmate Telephone System shall also provide prepaid international call services throughout Canada, Mexico, South America, and to overseas destinations.

The Contractor's system shall provide Direct Bill capability.

The system's Graphic User Interface (GUI) shall be in web format, compatible with Microsoft Internet Explorer 6.0 and higher for end users. The GUI shall be true-web based with nothing being installed on the local computer. The Contractor shall be willing and able to make system changes (including GUI) to better support the needs of the SHERIFF. The system may need to operate independently from the County or Sheriff's Wide Area Network (WAN) and/or Local Area Network (LAN).

Phone calls made through the Inmate Telephone System shall be capable of being monitored,

recorded, and archived, with the exception of calls made to criminal defense attorneys, including the San Bernardino County Public Defender, California Bar list and Alternate Public Defender. Calls made to criminal defense attorneys are identified by numbers that have been predetermined and downloaded by the Contractor into the Inmate Telephone System.

Conversely, the system shall block calls as determined by SHERIFF to certain numbers on a system-wide basis and to others on a case-by-case basis. System-wide blocked calls include those to prosecuting attorneys and government officials. Once provided with the numbers by SHERIFF, Contractor shall download the numbers into the Inmate Telephone System. Calls to victims and/or witnesses shall be blocked on a case-by-case basis by adding specific numbers into the Inmate Telephone System.

The Inmate Telephone System shall provide sufficient security safeguards to preclude fraudulent use of the system. Such safeguards shall include measures to prevent incoming calls, as well as the detection and rejection of outgoing calls to unauthorized numbers, attempts to initiate 3-way calls, call forwarding, and/or calls to non-billable numbers.

The system shall be capable of blocking three-way calling, conference calling, and call forwarding. The system shall have the capability of permitting the called party to block all future calls from the San Bernardino County Sheriff's Department jails. Calls cannot be blocked due to a lack of LEC or CLEC billing agreements with Contractor. Calls may be blocked to telephone numbers that have unbillable call blocks, or when the customer refuses to pay for approved calls to that number.

Unauthorized call attempts shall be flagged, archived, and alert reports shall be generated. The system shall provide the ability to selectively monitor call activity in real time, and initiate appropriate action as necessary. The system shall be capable of retrieving and generating inmate unauthorized call activity logs for specified periods.

The system shall record the content of all telephone connections. Recordings will be selectable by telephone instrument, group of telephone instruments, facility, or called number. Once recorded, the content of the call shall be stored for retrieval for a period of five (5) years or for the life of the contract, and the system shall have the capability to transfer the recorded calls to removable media for archiving, or review.

The system shall be capable of generating a variety of management reports. The system shall be able to identify calls by time, location, specific telephone instrument, inmate PIN, or number called. The system shall also be able to identify call trends, such as a reduction in call volume, which may be an indication of a possible maintenance problem.

The Contractor shall be responsible for system maintenance records which identify problems that have been encountered, and the reporting of the corrective action taken to the County's Project Manager and/or County Designee. Any routine or scheduled maintenance that could affect access to phones, revenue, and/or billing generation shall be conducted during the off peak hours of 10:00 pm to 06:00 am.

The Inmate Telephone System shall be able to determine if mutual agreements exist that will allow for the collection of Collect call charges, or that the call recipient's accounts are current and in good standing. If the call is determined to be non-billable, the call recipient or inmate shall be afforded the opportunity to complete the call utilizing prepaid services. If both parties decline, the call will not be authorized to go through.

The system shall not allow chain dialing and secondary tones, "hook switch dialing," and other fraudulent activities. Inmates shall be required to hang up before dialing a new number.

Automated call instruction/announcements shall be in English and Spanish, and announcement

will indicate that the call may be recorded or monitored with active consent from both parties.
System will have voice instructions for recipient to accept, reject, or block calls by pressing a keypad number. Recorded greeting to the called party that indicates the call is a Collect call from the San Bernardino County Sheriff's Department facility and is subject to recording and/or monitoring, provide the called party with the identity of the calling party and provide the called party with the opportunity to accept or reject the call. The conversation shall be blocked until the called party accepts the call.
The system shall utilize positive call acceptance and active consent for all touch-tone calls, and shall allow passive acceptance for rotary dial calls.
The called party shall be informed of the cost of the call prior to accepting the call, on all types of Collect calls.
The Contractor shall provide system capabilities for protection from power surges and equipment capabilities for protection from power outages.
Pursuant to California Penal Code 851.5, inmates are entitled to three free local telephone calls at the time of booking. Telephones located in the intake area will be configured to allow inmates to make local calls to landline and cell phones at no cost. The Contractor shall provide these calls at no cost to the SHERIFF and will tell the County what constitutes a local call. The system shall allow free calls to the California Relay Service (CRS) to assist impaired inmates, and shall also allow County to specify speed dials. SHERIFF or his designee has the exclusive right to determine which telephone numbers are designated as free calls and will provide written notification to Contractor.
Call set-up and acceptance process shall be completed within 30 seconds or less (from off-hook to call connection/rejection). The call length timer starts when positive acceptance of the call is made.
The system shall provide for automated turn on and shut off at designated times and system shut off capabilities from designated Jail control rooms.
The system shall allow multiple authorized operators simultaneous access while maintaining high-level security to prevent unauthorized use and access to the Inmate Telephone System. State maximum number of simultaneous authorized operator access to the system.
<b>Inmate Telephones</b>
All inmate telephone instruments shall be of rugged construction, stainless steel, or in combination with a corrosion resistant finish, and suitable for use in high use and high abuse corrections environments. The phone shall be a mid-size phone approximately 15 " H x 8"W x 4"D capable of mounting to cement wall, block wall, stainless steel shrouded columns, or protected external enclosures. The instruments shall be suitable for indoor and outdoor installations, and have a heavy chrome metal twelve-button keypad, a handset with an armored cord and cradle. The instruments shall be utilized for outgoing calls only and shall not be capable of accepting coins or credit cards as payment.
Inmate telephone instruments shall be durable, tamper-proof, and consist of rugged steel encased housings and shockproof keypads suitable for jail environments that minimize vandalism and destruction of property. All handsets, ear and mouthpieces, shall be of heavy-duty construction with no removable parts, and shall be installed in such a manner that no safety hazard is present to the user. Telephone devices will be configured with a braided steel receiver cord twelve (12) inches in length to reduce the risk of suicide by hanging. Any new, or replacement telephone instruments shall be configured with the telephone handset cord exiting the instrument from the top, in a central position. Any existing handset cords longer than 12

inches shall be replaced within 90 days of contract award. Cordless phones shall have an on/off hook switch. All telephone instruments shall be water resistant and fireproof, and have key-locked mountings to the wall. All other equipment including outdoor installations shall meet Department safety and security standards.

Telephone instruments shall have touch-tone keypads.

The Contractor's automated operator Inmate Telephone System shall be designed for use by the hearing impaired. Provisions for the deaf shall comply with Americans with Disabilities Act (ADA), and Telephone Devices for the Deaf (TDD) regulations and standards. Fixed or mobile TDD instruments shall be provided based on the needs of each facility, as determined by the San Bernardino County Sheriff's Department. Required locations of the TDD instruments will be provided by the County to the Contractor.

Amplified handsets shall be required in all areas. Those telephones shall be fitted with a volume control device, which allows the inmate to increase or decrease the volume of the headset earpiece.

The system shall have the capability to turn telephones on or off remotely throughout the system and have a manual or automated on/off switch in selected locations within each facility. Instruments shall provide the capability to mute the inmate's ability to speak to the call recipient until the call is accepted, and to disable the telephone keypad during a call. The telephone instruments shall not have any coin return slots.

The Contractor shall provide all telephones, hardware, software, wiring, cabling, conduit, jacks, plates, and related hardware at no cost to the County. The Contractor shall complete all wiring and fastening of the telephones, including cabling, wiring, conduit, cross-connect jacks, plates, and related hardware, if needed. All electrical equipment shall be installed in compliance with National Code requirements. All telephones shall be securely fastened to the wall with security hardware approved by the County. The County reserves the right to pre-approve mounting and installation.

Telephone instruments shall be line powered such that, the phone does not require separate electrical power at the device. Telephone instruments shall be specifically designed for use in a correctional environment and shall be approved by San Bernardino County Sheriff's Department before installation. Converted coin phones will not be accepted.

### **Call Monitoring/Recording System**

The system shall have a call monitoring and recording system that records every call made by the system and stores recorded calls for a minimum of five (5) years or for the life of the contract, whichever is later.

The system shall have the capability to disconnect a call that is being monitored, and a secure monitoring platform for remote call monitoring.

Calls to certain predetermined telephone numbers shall not be recorded. The system shall be able to exempt specific telephone numbers from monitoring or recording. The system shall be capable of identifying specified telephone numbers as "do not record".

The recording system shall incorporate proven technology to scan recordings, search recordings, highlight recordings with notes, and transfer recordings for use by the staff in their routine investigations.



The system shall have the capability, on demand, to store recordings on the hard drive(s) and the recording shall be accessible instantly.
The system shall include an alert system that will detect and notify calls made to restricted numbers, calls made by restricted individuals, or calls made from restricted phones.
The system shall provide for the monitoring of live inmate calls without any detectable deterioration of call quality or call interruptions.
The system shall have the ability to "fade out" a portion of the monitored conversation to distinguish between the speaking parties.
The system shall be configured/networked such that all recorded calls may be accessed from any workstation. The system shall be configured for both public and private secured networks.
The system shall have the ability to provide, print, download and e-mail reports on a daily, weekly, monthly, or real time basis. All reports should be selected by any combination of location, PIN, phone, number dialed, time/date, duration, call type, call status, etc., by the County's staff.
The system shall have the capability of reverse lookup of phone numbers called to provide call detail.
The system shall be fully supported by remote maintenance including remote polling capabilities and system self-diagnostic to create "trouble tickets" when a system problem is discovered.
The system shall be capable of automatically transcribing flagged calls using "key word search".
The system shall have the ability to monitor the visitation telephones on all visiting stations at all San Bernardino County Sheriff's Department Jail facilities, until a Video Visitation System is implemented.

### **Maintenance and Repairs**

The equipment installed at the Jail shall remain the sole and exclusive property of the Contractor. San Bernardino County Sheriff's Department will not be responsible for any damage to equipment.

The Contractor shall provide all necessary labor, parts, materials and transportation to maintain all inmate telephones and related service equipment in good working order, and in compliance with the equipment manufacturer's specifications throughout the term of the contract.

The Contractor is responsible for all maintenance and repairs to inmate telephones and the Inmate Telephone System. A single point of contact with the Contractor, via a toll-free telephone number and an e-mail address, shall be established by the Contractor for reporting all inmate telephone problems. This toll-free maintenance/repair telephone number, answered by a live operator, shall be available for reporting inmate telephone problems twenty-four (24) hours per day, every day of the year.

The Contractor shall provide for three (3) dedicated, full-time, onsite Technicians/Site Administrators who will be interviewed, approved, and selected by the County or County-designee. The Contractor will be responsible for training the Technicians/Site Administrators on the equipment and software to be serviced. Technicians/Site Administrators shall be paid at California prevailing wages when performing work which is subject to prevailing wage requirements, and may be full-time employees of the Contractor or subcontracted with a California-based 3<sup>rd</sup> party support services company.

The Contractor will provide and maintain an adequate inventory of spare parts readily available for repairs and maintenance of the system. The Contractor shall provide a statement of spare part availability and delivery durations when such parts are not on hand at the site.

The Contractor shall develop procedures and schedules to conduct monthly Preventive Maintenance on ITS and all equipment, and instruments included therein, and preparation of Monthly Maintenance Reports indicating the nature and scope of the Preventative Maintenance performed. The Contractor shall provide all necessary labor, parts, materials, technical personnel, and transportation necessary to maintain the ITS and all of its components in good working order, including the performance of Preventive Maintenance.

The Contractor shall be responsible for determining whether line access failure is the fault of the local exchange carrier (LEC), the inter-exchange carrier (IEC), or the Contractor's equipment. When the Contractor determines the agency responsible for failure, then the Contractor shall contact the agency responsible for failure and jointly resolve the failure at no cost to the County. If the failure is determined to be the fault of the Contractor's equipment, hardware, software or wiring, the Contractor shall correct the problem at no cost to the County.

The Contractor shall notify the San Bernardino County Sheriff's Department at least twenty four (24) hours prior to any planned occurrence that may result in a service interruption to any inmate phone or service that lasts in excess of fifteen (15) minutes.

The Contractor shall adhere to and comply with the Service Level Agreement in Exhibit II.

The Contractor shall provide Investigative and Analytical Tools that provide linkages, relationships, associations, and mapping of data points; data mining, data analytics, data visualization; and predictive modeling. Investigative Tools shall include call trace, call history detail, call monitoring without inmate or other party detection and recording and other call detail capabilities that can be used to aid investigations related to the detention facilities

### **Training/Ongoing Operations**

The Contractor shall provide training on the inmate telephone workstation features and usage for all workstations at the San Bernardino County Sheriff's Department Jail facilities. The Contractor shall provide a detailed scope of training, including training schedule, length of training, various times training can be provided and number of personnel that can attend a training session. Training should occur no later than 14 days from the "go-live" date, at no cost to the County.

The Contractor shall offer annual training on Inmate Telephone Services and any associated service offering.

The Contractor shall provide training on Inmate Telephone Service upgrades or any component thereof.

The Contractor will actively engage and participate in regular Bi-Annual Operations Review Meetings.

The Contractor will actively engage in and participate in an annual review of the Contract.

### **Management Reporting**

**Project Status Reports:** The Contractor shall prepare and submit Project Status Reports during the System Integration Period to the County. The Contractor shall submit such reports to the County and County Designee on the 1<sup>st</sup> and 15<sup>th</sup> of each month or the next working day if the due date falls on a Saturday, Sunday or holiday. Such reports shall, at a minimum, state:

- Period covered by the report;
- Project progress and plans;
- Issues tracking, including deficiencies;
- Project schedule including work scheduled for completion which was completed and work scheduled for completion which was not completed;

- Updates to the Project Control Document;
- Project risks identified through the quality assurance process; and
- Any other information that the County may reasonably require.

**Monthly Project Reports:** The Contractor shall submit Monthly Project Reports, pertaining to the operation and maintenance of the ITS. Monthly reports shall be for the period including the first day of the month through the last day of the month. Such reports shall include, but not be limited to, the following:

- **Call Detail Reports**
- **List of Telephones:** This report shall include, but shall not be limited to information on facility name, address, telephone number, location of phone, installation date, date removed, date reinstalled. Report shall be updated monthly. Total down time for each phone shall also be included. These reports shall be available as to all Workstations.
- **Total Calls Completed and Billed Report:** Report shall be in summary format by facility and telephone number. Reports shall include the total number of calls, total minutes, amount billed, and shall be broken down by Bill Type (Collect, Prepaid, Debit) and by Call Type (Local, Intralata, Interlata, Interstate, and International calls).
- **Total Calls Not Completed Report:** Report shall be in summary format, and shall include the total number of calls, broken down by Bill Type (Collect, Prepaid, Debit) and by Call Type (Local, Intralata, Interlata, Interstate, and International calls), as well as indicating the cause associated with the incompleteness of the calls and an aggregate total of each value.
- **Commissions Report:** This report shall contain the annual or monthly historical contemporary MAG payment and Commissions information.
- **Summary of Any Unauthorized Inmate Call Activity Detected Report:** Report shall be in summary format by facility, and shall contain any information available to support the subsequent investigation of such activities.
- **Summary of System Outages and/or Maintenance Performed Report:** Report shall be in summary format by facility, and shall contain a brief problem description and corrective action taken to resolve the problem. The report shall also include the date and time and who notified the County or County Designee.
- **Telephone Inspection and Maintenance Log:** This report shall be submitted to the County and County Designee on a quarterly basis or as required by the County.
- **The Contractor's reporting system shall have Ad Hoc Query and report capability and may require format modification to enhance readability at the request of the County or County Designee.**

**Year-End Summary Reports:** The Contractor shall submit Year-End Summary Reports, including Annual System Management Reports, pertaining to the operation of the Contractor's automated operator ITS. The reports shall minimally provide total call volume, total minutes, and total revenue for each Bill Type (Collect, Prepaid, Debit) and

by Call Type (Local, Intralata, Interlata, Interstate, and International calls), and shall also include an aggregate total of each of these values. The reports shall also indicate the MAG and Commissions, uncollectibles, and recovered uncollectibles, including any accounts receivables sold during the year.

The Contractor shall submit one (1) soft copy of each of the Monthly Project Reports, Monthly System Management Reports, and Year-End Summary Reports on CD-Rs to the County Project Manager and to the County Designee.

The Contractor's written reports shall utilize Microsoft Word for the narrative portions, and Microsoft Excel for the Inmate billing and commissions earned reports.

The Contractor's written reports are due no later than 5:00 p.m. (PST) on the 5th business day of the month reporting on ITS for the prior month.

The Contractor's Year-End Summary Reports are due no later than 5:00 pm, on the fifth (5th) day of the month following Agreement year-end, reporting on the ITS for the subject Agreement year.

Upon County's request County's Project Manager or County Designee and Contractor's Account Manager will meet on reasonable notice to discuss Contractor's performance and progress under this Contract. If requested, Contractor's Account Manager and other personnel shall attend all meetings.

#### **Annual Review**

Within thirty (30) calendar days following the end of the Agreement year, Contractor Project Manager or Senior Management personnel shall meet with the County and County Designee (if applicable), and provide a comprehensive report of Inmate call activity for the Agreement year, along with providing a comprehensive presentation recapping any key areas of successes and/or concerns, as well as addressing intended strategies for the upcoming contract year. This will also include a Contract Review for the preceding year.

#### **Leave-Behind Solution**

The Contractor will provide a leave-behind solution at the end of the contract term. All CDRs, call and visitation recordings, documentation, reports, data, etc. are the property of the County and shall be provided to the County by the Contractor on a secure storage medium, and in a usable, user-friendly, searchable electronic format at no cost to the County within fifteen (15) days following the expiration and/or cancellation of the Agreement. The Contractor shall accept County's reasonable decision whether the solution provided is acceptable. The leave-behind solution shall be easily accessible for seven (7) years after contract end date, and at San Bernardino County's option, leave behind solution shall be located in a County-designated location.

#### **Project Implementation**

##### ***Project Control Document (PCD)***

Upon effective date of Agreement, the Contractor shall create, and deliver to the County and County Designee, Project Control Documents (PCDs), consistent with the Scope of Work. The contents of each PCD shall include the relevant elements of the following:

- Introduction
- Executive Summary
- Project Mission & Objectives
- Project Scope
- Work Breakdown Structure
- Master Project Schedule
- Change Control Plan
- Project Team
- Risk Assessment & Management

***Integration of New Inmate Telephone System***

The Contractor shall submit detailed plans for the provision of necessary telephone equipment and the integration of the new ITS, while minimizing the impacts to current Inmate telephone system operations. Should Contractor elect to utilize existing Telephone Instruments, Contractor shall at its own risk, cost, and expense enter into an agreement with existing contractor (GTL) to assume ownership of the current phones, while also ensuring a seamless transition that does not affect the day-to-day operations under the current Inmate Telephone System and services agreement.

The new automated operator ITS and Telephone Platform shall become fully operational upon the successful completion of all system integration testing and acceptance by the County. System integration and acceptance test criteria is as follows: all Inmate telephones tested and verified as fully operational, without Deficiencies, and written acceptance by the County Project Manager. All telephone installation plans and schedules will be reviewed and approved by the County Project Manager, in order to minimize impacts to normal operations.

## Exhibit II

### Inmate Telephone Rates and Fees

#### INMATE TELEPHONE BILLING RATES

<b>COLLECT</b>	<b>Connection</b>	<b>Each Minute Rate</b>
Interstate	\$0.00	\$0.20
Interlata	\$1.00	\$0.20
Intralata	\$1.00	\$0.20
Local	\$1.00	\$0.20

<b>PREPAID</b>	<b>Connection</b>	<b>Each Minute Rate</b>
Interstate	\$0.00	\$0.20
Interlata	\$1.00	\$0.20
Intralata	\$1.00	\$0.20
Local	\$1.00	\$0.20

<b>DEBIT</b>	<b>Connection</b>	<b>Each Minute Rate</b>
Interstate	\$0.00	\$0.20
Interlata	\$1.00	\$0.20
Intralata	\$1.00	\$0.20
Local	\$1.00	\$0.20

<b>INTERNATIONAL</b>	<b>Connection Rate</b>	<b>Each Minute Rate</b>
All Countries	\$4.99	\$1.00

#### B. FEES

##### Account Terms and Conditions

<b>Account Terms and Conditions</b>	<b>Friends &amp; Family Prepaid Advance Connect</b>	<b>Friends &amp; Family Direct Bill/Traditional Collect</b>	<b>Inmate Debit</b>
Account Setup Fee	\$0.00 No charge	\$0.00 No charge	\$0.00 No charge
Securus Refund Fee	\$0.00 No charge	\$0.00 No charge	\$0.00 No charge
*Securus funding transaction fee	\$0.00 No charge	\$0.00 No charge	\$0.00 No charge
Minimum funding amount	\$0.00 None	\$0.00 None	\$0.00 None

**\*If payments are made by mail or online banking. There is a \$7.95 per transaction processing fee for debit/credit card transactions up to \$300. Refer to "Convenience Options" below.**

#### **Additional Account Details**

<b>Fees Vary By Account Types*</b>	<b>How Applied</b>	<b>Amount</b>	<b>Account Type</b>
Location Validation Fee	May apply to all calls for location verification	Up to 4% of the cost of a call	May apply to all calls (traditional collect, direct bill, AdvanceConnect, prepaid/debit)
State Cost Recovery Fee	May apply to all intrastate calls	Up to 5% of the cost of a call	May apply to all calls (traditional collect, direct bill, AdvanceConnect, prepaid/debit)

A returned check charge of up to \$25 may be applied for dishonored checks

\* Sales taxes, Universal Service fund fees, and Telecommunications Relay Service (TRS) fund fees may also apply

#### **Optional Fees**

<b>Refunding Fee</b>	<b>Amount</b>
Securus Prepaid Refund Processing Fee	\$0.00
Western Union Debit Refund Processing Fee	\$5.50

#### **Convenience Options**

<b>Optional Fees</b>	<b>Per Instance</b>	<b>Amount</b>
Transaction Processing Fee	Credit/debit card payment by phone, website or AIS IVR of up to \$300.00	\$7.95
AIS Voicemail	Two-way voicemail communication	\$3.95

A low minimum funding amount of only \$25 may be required when a friend or family member funds an AdvanceConnect account by phone or website.



## Exhibit III – Service Level Agreement

### I. Definition of Service Level Agreement

The Service Level Agreement (SLA) is an agreement between the County and the Contractor to provide a service at a performance level that meets or exceeds the specified performance objective(s). This SLA lays out the metrics by which that service is measured, and the remedies, should the agreed-upon levels not be achieved. If the specified service levels are not met, then the contractor is required to issue specified credits to compensate the County for its approximate damages.

The Inmate Telephone Services contract has specific performance metrics, or Key Performance Indicators (KPIs) for services deemed sufficiently essential to County operations, and the contractor shall comply with those KPIs. For each KPI, the Contractor is required to meet the specified Acceptable Quality Levels (AQLs).

### II. Service

Table 1 lists each KPI and the performance level requested by the County. Performance is aggregate-based, meaning that the performance is to be measured at the SHERIFF hierarchy level (of the SHERIFF's billing organization) over a one-calendar-month period.

**Table 1- Service-Specific SLAs**

Service	KPI	Performance Standards/AQL
Implementation & Installation	Fully functional Inmate Telephone System, tested and accepted by the County	30 Business Days from installation start date
<b><i>Maintenance:</i></b>		
Voice Services and Network Access/Transport Services	Availability	99.95%
Telephones	Call Blockage, Dropped Calls	.07
	Operational, working telephones	100%
<b><i>Management Reports:</i></b>		
Monthly Project Reports, Monthly System Management Reports, and Year-End Summary Reports	One (1) soft copy of each of the Monthly Project Reports, Monthly System Management Reports, and Year-End Summary Reports on CD-Rs to the County Project Manager and to the County Designee	<ul style="list-style-type: none"> <li>Written reports are due no later than 5:00 p.m. (PST) on the 30th business day of the month reporting on ITS</li> </ul>

		<p>for the prior month.</p> <p>Year-End Summary Reports are due no later than 5:00 pm, on the fifth (30th) day of the month following Agreement year-end, reporting on the ITS for the subject Agreement year.</p>
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### **III. Implementation & Installation**

Contractor shall provide a detailed Implementation Plan and Schedule. The installation will include a user testing and acceptance provision for the County. Time is of the essence in providing a fully functional Inmate Telephone System, and the Contractor is required to provide a fully functional system tested and accepted by the County. The County is requiring a thirty-business day implementation schedule. At the County discretion, any failure to provide this service may incur daily liquidated damages in the amount of \$6,720.00 (which approximates the County's loss in revenue) until fully functional. The liquidated damages shall be paid in addition to the MAG amount owed to the County.

### **IV. Late Management Reports**

There will be an amount of \$ 100.00 per day for reports received late, unless prior approval for late delivery by Contractor has been granted by the County Project Manager.

### **V. System Problems, Outages, and Other Deficiencies**

System problems, outages and other deficiencies includes service unavailability during any period of time that it experiences a Service Outage, or other service-affecting Problem or Deficiency. Upon County's or County-authorized Agent's request, Contractor will issue credits for each Service Outage, Problem, or Deficiency. Contractor shall pay the County the total amount of credit due within thirty (30) days from the month Deficiencies occurred under the Agreement.

Reporting of all System problems, outages and other Deficiencies shall be handled through Contractor's Technical Support Center, which shall be accessible online, toll-free telephone and fax numbers, and email. Contractor shall provide for 24 hours per day, 7 days per week on-call technical support staff to support the County and the Contractor's on-site technical staff in resolving System Outages, Problems, and other Deficiencies. County will assign one of the

following "Severity Levels." Contractor shall respond to and resolve these in accordance with the following timeframes, following the determination and/or notification of the Problem, Outage or other Deficiency:

**Table 2 - Severity Levels and Credits**

<b>Severity Level</b>	<b>Severity Level Description</b>	<b>Duration of Service Outage</b>	<b>Credits</b>
<b>Priority Level One</b>	<b>CRITICAL (Includes but not limited to):</b> <ul style="list-style-type: none"> <li>• 25% or more of a single Housing unit's (Module/ Dorm / Pod) telephones are out of service</li> <li>• Multiple housing units are not in operation</li> <li>• Multiple inmate phones are not operational</li> <li>• Intake phones are not operational</li> <li>• 25% or more of calls placed in a 24-hour period experience poor voice quality (high levels of static, noise, voice distortion) caused by faulty hardware equipment, routers, bandwidth limitations, or software</li> <li>• 25% or more of calls are dropped in a 24-hour period</li> <li>• Entire system failure</li> </ul> <p>Response time, technician on site, and completion of repairs and Deficiency resolution to County's satisfaction is made within 6 hours of initial notification of County or County's Agent by Contractor, or from County's or County Agent's initial service request to Contractor.</p>	≤ 6 hours	No Credit
		Between 6 hours and 12 hours	\$75 per hour that component of ITS is deficient
		Between 12 hours and 24 hours	\$100 per hour that component of ITS is deficient
		> 24 hours	\$150 per hour that component of ITS is deficient
<b>Priority Level Two</b>	<b>SEVERE (Includes but not limited to):</b> <ul style="list-style-type: none"> <li>• 10% to 24% of a single housing unit's (Module/ Dorm / Pod) telephones are out of service</li> <li>• 10% to 24% of calls are dropped in a 24-hour period</li> <li>• 10% to 24% or more of calls placed in a 24-hour period experience poor voice quality (high levels of static, noise, voice distortion) caused by faulty hardware equipment, routers, bandwidth limitations, or software</li> <li>• More than ten (10) Inmates are not able to make telephone calls as a result of a single</li> </ul>	≤ 24 hours	No Credit
		> 24 hours	\$100 per hour that component of ITS is deficient

	<p>telephone being out of service</p> <ul style="list-style-type: none"> <li>• One entire housing unit that is not in operation or one inmate phone not operational</li> </ul> <p>Response time, completion of repairs, and Deficiency resolution to County's satisfaction is made within <u>24</u> hours of initial notification of County or County's Agent by Contractor, or from County's or County Agent's initial service request to Contractor.</p>		
<p><b>Priority Level Three</b></p>	<p><b>MINOR (Includes but not limited to):</b></p> <ul style="list-style-type: none"> <li>• One of multiple phones in a housing unit that is not in operation, and additional phones are in the area available for inmate use.</li> <li>• Intermittent dropped calls or &lt;10% of calls are dropped</li> <li>• Intermittent poor voice quality on calls or &lt;10% of calls experience poor voice quality</li> </ul> <p>Response time, completion of repairs, and Deficiency resolution to County's satisfaction is made within <u>2</u> business days of initial notification of County or County's Agent by Contractor, or from County's or County Agent's initial service request to Contractor.</p>	<p>≤ 2 days</p> <hr/> <p>&gt; 2 days</p>	<p>No Credit</p> <hr/> <p>\$75 per day that component of ITS is deficient</p>
<p><b>Priority Level Four</b></p>	<p><b>COSMETIC (Includes but not limited to):</b></p> <p>A telephone is damaged but is capable of completing telephone calls</p> <p>Response time, completion of repairs or replacement of damaged phones, and Deficiency resolution to County's satisfaction is made within <u>10</u> business days of initial notification of County or County's Agent by Contractor, or from County's or County Agent's initial service request to Contractor.</p>	<p>≤ 10 days</p> <hr/> <p>&gt; 10 days</p>	<p>No Credit</p> <hr/> <p>\$75 per day that component of ITS is deficient or damaged phones are not replaced</p>

## VI. Chronic Trouble

A Chronic Trouble (Chronic) defined as an Inmate Telephone System problem, network problem, outage, or other deficiency which has experienced 3 separate trouble tickets opened against it for Availability, by the County or County-authorized Agent, or Contractor, for the same/similar symptom(s) or problem(s) over a rolling 30-day period. A Chronic's rolling 30-day counter is considered "reset" upon a period of 30 days free of same/similar trouble.

**Table 3 – Chronic Trouble Credits**

<b>Severity Level</b>	<b>Consecutive Months' Occurrence</b>	<b>Credits</b>
Priority Level One	3	3% of Monthly Revenue Commissions*
	6	5% of Monthly Revenue Commissions*
	>6	Option to open contract for discussion, up to and including termination of contract without penalty
Priority Level Two	3	1% of Monthly Revenue Commissions*
	6	2% of Monthly Revenue Commissions*
	9	3% of Monthly Revenue Commissions*
	12	5% of Monthly Revenue Commissions*
	>12	Option to open contract for discussion, up to and including termination of contract without penalty
Priority Levels Three & Four	N/A	N/A

\*30-day period that chronic deficiencies occurred

## **EXHIBIT IV**

### **SAN BERNARDINO COUNTY SHERIFF'S DEPARTMENT INMATE TELEPHONE SERVICE LOCATIONS**

#### **DETENTION & REHABILITATION CENTERS**

##### **High Desert Detention Center**

9438 Commerce Way, Adelanto, CA 92301

##### **Central Detention Center**

630 E. Rialto Avenue, San Bernardino, CA 92408

##### **Glen Helen Rehabilitation Center**

18000 Institution Road, Devore, CA 92407

##### **West Valley Detention Center**

9500 Etiwanda Avenue, Rancho Cucamonga, CA  
91739

#### **JAIL FACILITIES**

##### **Barstow Station Jail**

225 Mountain View Drive, Barstow, CA 92311

##### **Big Bear Station Jail**

477 Summit Blvd, Big Bear Lake, CA 92315

##### **Colorado River Station Jail**

1111 Bailey Avenue, Needles, CA 92363

##### **Morongo Basin Station Jail**

6527 White Feather Road, Joshua Tree, CA 92252

#### **COURT-HOLDING FACILITIES**

##### **Foothill Pre-Trial Detention**

8303 N. Haven Avenue, Rancho Cucamonga, CA  
91730

##### **San Bernardino Court Holding (two locations)**

351 N. Arrowhead Avenue, San Bernardino, CA  
92401

247 W. Third Street, San Bernardino, CA 92401

##### **Victor Valley Station Court Holding**

14455 Civic Drive, Victorville, CA 92392

# GLOBAL TEL\*LINK CORPORATION

12021 Sunset Hills Road, Ste. 100  
Reston, Virginia 20190  
Tel. 703-955-3915  
Fax 703-435-0980  
Web <http://www.globaltellink.com>

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## INMATE TELEPHONE SERVICE AGREEMENT

This Inmate Telephone Service Agreement ("Agreement") is made by and between Global Tel\*Link Corporation, having its principal place of business at 2609 Cameron Street, Mobile, Alabama 36607 ("Company") and \_\_\_\_\_, with an address at \_\_\_\_\_ ("Premise Provider").

**1. Term.** This Agreement shall be in effect for \_\_\_\_\_ (\_\_) years, commencing from the date of the full execution of this Agreement. Commission calculations shall begin as of the first date of documented operation and first call completion. Unless either party notifies the other in writing of its intention not to renew this Agreement at least ninety (90) days from the end of the original or any renewal term, this Agreement shall automatically renew for additional one (1) year terms.

**2. Equipment.** This Agreement applies to the installation, management, operation and maintenance of inmate telephones, enclosures, and related equipment furnished by the Company as listed on Exhibit A at the time of execution of the Agreement or during the term of this Agreement, whether existing, newly installed or renovated, located at: \_\_\_\_\_ (Facility) and all other facilities under the control of Premise Provider.

The term "Equipment" is defined herein as the inmate telephone set(s) and related equipment, including but not limited to guard posts, concrete pads, mast poles, and site preparation. Where guard posts, concrete pads, enclosures, pedestals, bumper pads, or other property of the Company are installed upon the premises owned or controlled by Premise Provider or any of its agencies or affiliates, such property shall remain in all respects that of the Company. The Company reserves the right to remove or relocate equipment which is subjected to recurring vandalism or insufficient traffic and/or revenue to warrant the continuation of service. The Company shall not exercise such a right of removal or relocation unreasonably. The Company will notify the Premise Provider in writing of its intention to remove or relocate prior to such action. Upon removal of equipment by the Company, the Company shall restore said premise to its original condition, ordinary wear and tear excepted. However, the Company shall not be liable for holes placed in walls, pillars, or floors or other conditions on the premises which resulted from the proper installation of equipment described herein. The Premise Provider may not make alterations or attachments to the Equipment provided under this agreement, unless otherwise mutually agreed upon by all parties.

**3. Services.** At no cost to the Premise Provider, the Company shall provide all management services necessary to implement this Agreement; and shall be responsible for furnishing, installing, repairing and servicing the Equipment; the establishment (if and to the extent required by the Company) and compliance with all tariffs and all rules, regulations, orders and policies of federal and state regulatory authorities applicable to the payphone and automated operator services provided by the Company; the establishment

and maintenance of all billing and payment arrangements with the local and interexchange carriers; the processing of all telephone call records; the performance (alone or through others) of all validation, billing, outclearing and collection services; and the handling of all billing and other inquiries, fraud control, and all other services essential to the performance of the Company's obligations under this Agreement. The Company reserves the right to control unbillables, bad debt and fraud.

**4. Compensation.** Remuneration shall be \_\_\_\_\_ percent (\_\_\_%) of the gross revenue billed or prepaid for all phones covered by this Agreement. Gross Revenue shall mean all revenue generated by every completed call that is accepted by an end user and billed via a local exchange carrier or prepaid to Company. Gross revenue on which monthly commission will be paid does not include: (i) taxes and tax-related surcharges; (ii) credits; (iii) account transaction fees; and (iv) any amount Company collects for, or pays to, third parties, including but not limited to payments in support of statutory or regulatory programs mandated by governmental or quasi-governmental authorities, such as the Federal Universal Service Fee, and any costs incurred by Company in connection with such programs. Payments shall be paid monthly. All commission payments shall be considered final and binding upon the Premise Provider unless written objection is received by the Company in accordance with Section 10 within sixty (60) days of receipt of commission payment by the Premise Provider.

Commission payments will be delivered to the address listed in this Section, which may be changed by Premise Provider from time to time upon notice to Company in accordance with terms of the notice provision of this Agreement.

<<Name of Premise Provider>>

<<Street Address>>

<<City, State Zip>>

Attn: <<Name or Title of Payment Contact>>

**5. Rates.** The telephone rate structure and surcharge rates shall not exceed the maximum rates as authorized by the state's telecommunication regulatory authority and the Federal Communications Commission (FCC). Any rate changes mandated by the state/local regulatory authority and/or the FCC which adversely affect this Agreement shall entitle the Company to, at its option, renegotiate or cancel this Agreement in accordance with Paragraph 18 below.

**6. Records & Confidentiality.** The Company shall maintain records sufficient to permit proper determination of funds due the Premise Provider. Such records shall be made available to the Premise Provider for review upon request.

From the date this Agreement is signed by both parties until three (3) years after the expiration or earlier termination of the Agreement, the parties shall keep confidential the terms of this Agreement and of the response of Company to any request for proposal that led to this Agreement. Each party shall also keep confidential any information it learns about the other's business or operations during its performance under this Agreement. The parties may make disclosures to employees, shareholders, agents, attorneys and accountants (collectively, "Agents") as required to perform their obligations hereunder, provided, however, that the parties shall cause all Agents to honor the provisions of this Section. The parties may also make disclosures as required by law as long as, before any disclosure, the party subject to the disclosure requirement promptly notifies the other party of the requirement and allows the other party the opportunity to oppose the disclosure. Neither party will be obligated to keep confidential the other's information to the extent it



was known to that party prior to the date of this Agreement without any obligation or request for confidentiality, is or becomes publicly known through no wrongful act of the party, is rightfully received from a third party who has no confidentiality obligation with respect to the information, or is developed independently by the party (and this can be verified).

The revenue payment and reporting cycle will be a maximum of 45 days following the end of the previous month. Both summary and detail reports will be provided. The original reports and payment will be mailed directly to the Premise Provider. The following information will be provided for each location by telephone number:

- Total Calls
- Total minutes of use
- Type of call
- Total usage revenue

**7. Further Assurances.** During the term of this Agreement, including any renewal period(s), Premise Provider agrees to:

- (a) Reasonably protect the Equipment against willful abuse and promptly report any damage, service failure or hazardous conditions to the Company.
- (b) Provide, at its expense, necessary power and power source, and provide suitable space, accessible to the users.
- (c) Permit reasonable access to its respective facilities without charge or prejudice to Company employees or representatives, patrons, or consignees.
- (d) Premise Provider represents and warrants that it has legal authority to enter into this Agreement and to make all decisions concerning the providing of space and the installation and use of the Equipment at the Facility; and agrees that during the term of this Agreement, including any renewal period(s), the Company shall have the exclusive right to provide inmate and/or payphone service at the Facility provided, however, that the Company may choose not to exercise this exclusive right.
- (e) During the term of this agreement, Premise Provider agrees it will not allow other pay telephones or inmate telephones to either remain or be installed at the facility's property. This is to include any additional inmate telephones required to facilitate Premise Provider's expansion at its present or future location(s) during the term of this Agreement and any extensions of this Agreement.
- (f) Stipulate that Company has no responsibility to advise Premise Provider with respect to any law, regulation, or guideline that may govern or control telephone call recordation or monitoring by Premise Provider, or compliance therewith. Premise Provider has its own legal counsel to advise it concerning any and all such law, regulation, or guideline, and compliance therewith, and makes its own determination on when and how to use the inmate call monitoring and recording capabilities supplied through this Agreement. Company disclaims any responsibility to provide, and in fact has not provided, Premise Provider any legal advice concerning such applicable law, regulation, or guideline, or compliance therewith. Premise Provider agrees to indemnify, defend, and hold Company harmless from any liability, claims, suits, proceedings, damages, costs, and expenses (including attorney's fees) relating to any claims made against Company arising out of failure of Premise Provider (or the

Company at the direction of the Premise Provider) to comply with such law, regulation or guideline.

- (g) Acknowledge that all call detail records (CDRs) and call recordings contained in the inmate telephone system equipment provided by Company to Premise Provider are the exclusive property of the Premise Provider for the term of this Agreement and any resulting extensions of this Agreement; provided, however, that Company shall have the right to use the CDRs and recordings to respond to legal requests, to provide the services under this Agreement, and for other lawful business purposes.

**8. Title.** Title to Equipment hereunder shall be and at all times remain in the Company.

**9. Relocation.** Equipment shall not be disconnected or moved by Premise Provider from the location in which it is installed. By agreement of all parties, installed Equipment may be relocated by the Company.

**10. Notices.** Any notice, demand, request, approval or other communication (a "notice") which, under the terms of this Agreement or by law, must or may be given by either party, must be in writing, and must be given by personally delivering or mailing the same by registered or certified mail, return receipt requested, to the respective parties as follows:

**To Company:**

**Global Tel\*Link Corporation**

12021 Sunset Hills Road

Suite 100

Reston, Virginia 20190

Phone: (703) 955-3915

Fax: (703) 435-0980

**ATTN: Legal Department**

**To Premise Provider:**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Phone:

Fax:

**ATTN:**

**11. Governing Law.** The construction, interpretation and performance of this agreement and all transactions under it shall be governed by the domestic laws of the State of Virginia.

**12. Indemnification & Consequential Damages.** Each party shall indemnify the other from any loss, cost, damage, expense, or liability arising out of the performance of this Agreement and caused, in whole or in part, by the acts or omissions, negligence or fault, of the indemnifying party, except to the extent such loss, cost, damage, expense, or liability arises from the acts of omissions, negligence or fault of the other party; provided, however, that the Company shall not be liable for interruption of telephone service from any cause.

Neither party hereunder shall be liable to the other for any consequential or indirect loss, including but not limited to loss of profits, telephone or business interruption, howsoever caused and even if due to the negligence, breach of contract or other fault of the respective

parties. Company's liability under this Contract shall in no event exceed the total Contract value or \$500,000, whichever is lesser.

**13.Risk of Loss.** The Company and its insurers, if any, shall relieve Premise Provider of all risks of loss or damage to the Equipment during the periods of transportation, installation and operation of the Equipment. However, Premise Provider shall be responsible for loss or damage to Equipment in its possession caused by fault or negligence of Premise Provider or its employees.

**14.Default.** In the event any party shall be in breach or default of any terms, conditions, or covenants of this agreement and such breach or default shall continue for a period of thirty (30) days after the giving of written notice thereof to any party by the other, then in addition to all other rights and remedies of law or equity or otherwise, the offended party shall have the right to cancel this agreement without charge of liability.

**15.Assignment.** This agreement shall inure to the benefit of and be binding upon the parties and their respective successors and assigns, including any new administration or head of Premise Provider; provided, however, that neither party shall assign this Agreement or any interest herein without the other's prior written consent, except that the Company shall have the right to assign this Agreement or any interest herein at any time to any parent, successor, subsidiary, or affiliate of the Company without the consent of the Premise Provider.

**16.Independent Contractor.** The Company acknowledges that it is an independent contractor and that nothing contained in this Agreement or the relationship of the parties is intended to or shall create a partnership or joint venture or agency relationship of any kind between the parties. This agreement shall not be constructed as a contract of agency or employment. Company shall be solely responsible and liable for compliance with all laws, rules and regulations and payment of all wages, unemployment, social security and other payroll taxes relating to Company's employees including contribution from such persons, when required by law.

**17.Solicitation.** The Premise Provider acknowledges that no officer or employee of the Company has been employed, induced, or directed by Premise Provider to solicit or secure this agreement with the Company upon agreement, offer, understanding, or implication involving any form of remuneration whatsoever. Premise Provider agrees, in the event of an allegation of substance (the determination of which will be solely made by the Company) that there has been a violation hereof, Premise Provider will cooperate in every reasonable manner with the Company in establishing whether the allegation is true. Notwithstanding any provisions of this agreement to the contrary, if a violation of this provision is found to have occurred and is deemed material by the Company, the Company may terminate this agreement.

**18.Force Majeure.** Neither party to this Agreement shall be responsible or liable to the other for delays or inability to act or perform their obligations under this contract due to circumstances, events or acts of others beyond their reasonable control, including, but not limited to, acts of God, fire, flood, storm, hurricane, tornado, theft of equipment, or changes in regulatory rules or regulations affecting the ability of either party to reasonably carry out its obligations under this Agreement. It is agreed and understood that this Agreement will be subject to termination by either party upon sixty (60) days notice to the other should there be imposed upon Premise Provider or Company any rule or regulation by any state, federal or local regulatory agency which would substantially adversely affect the operation of the equipment or service provided hereunder.

**19. Dispute Resolution.** Premise Provider and Company agree that any disputes or claims arising under this Agreement shall be resolved through alternative dispute resolution means in the following manner:

- (a) Initially, the parties shall engage in non-binding mediation. Mediation shall be held in Reston, Virginia, USA. The mediator shall be jointly appointed by the parties and shall have expertise in commercial dispute resolution.
- (b) In the event the dispute or claim is not satisfactorily resolved through mediation within ninety (90) days of notice of such claim or dispute by a party, the parties agree to submit such dispute or claim to binding arbitration. Arbitration shall be held in Reston, Virginia, USA. If Premise Provider is a foreign (non-US) corporation and delivery of the goods under this agreement is to a foreign (non-US) destination, then the commercial arbitration rules of the International Chamber of Commerce shall apply. In all other instances the commercial arbitration rules of the American Arbitration Association shall apply. Any judgment, decision or award by the arbitrators shall be final and binding on the parties and may be enforced in any court having jurisdiction over a party against whom any such judgment, decision or award is to be enforced. The parties specifically and knowingly waive any rights under State or Federal constitutions or statutes which grant a party the right to trial by jury for any claims that might arise under this agreement or which purports to give a party the right to appeal an arbitrator's judgment, decision or award.
- (c) The parties shall bear their own costs and expenses (including attorney's fees) for any mediation or arbitration, unless otherwise directed by the mediator or arbitrator.

**20. Survival.** Upon the expiration or earlier termination of the term of this Agreement, the parties shall have no further obligations to each other, except as specifically provided in a written agreement, duly executed by the parties. Notwithstanding the foregoing, Sections 7(f), 8, 9, 11, and 12 shall survive the expiration or earlier termination of this Agreement, and neither party will be released from any liability arising from any breach or violation by that party of the terms of this Agreement prior to the expiration or termination.

**21. Entire Agreement.** This Agreement constitutes the entire agreement between the Premise Provider and the Company and supersedes all other agreements between the parties pertaining to the subject matter hereof.

**22. Amendment.** No course of dealing between the parties, their employees, agents or representatives, shall vary any of the terms hereof. This Agreement may be modified, amended, or supplemented only by a written agreement executed by the parties.

**23. Counterparts.** This Agreement may be executed in multiple counterparts, each of which shall be an original, and all of which shall be one and the same contract.

[Signature Page Follows]

IN WITNESS WHEREOF, the foregoing Agreement has been executed by the parties hereto,  
this \_\_\_\_\_ day of \_\_\_\_\_, 201\_\_.

**Company**

**Premise Provider**

**Global Tel\*Link Corporation**

\_\_\_\_\_

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

Name: Jeffrey B. Haidinger  
Title: President, Services

Name:  
Title:

## Exhibit A

### **Facility Name and Address:**

### **Actual on-site equipment:**

The installation of software and/or hardware on Company provided Equipment is not approved. System conditions can change and become unstable with the addition of software other than that installed by the Company. The Company does not warranty, troubleshoot, or maintain any system that contains software installed by a third party. The Company assumes no liability for any data stored on the Equipment which is not directly related to the Services provided under this Agreement.

Company also does not furnish, maintain or provide consumables for peripheral equipment associated with the Inmate Telephone System. Consumables consist of items such as printer paper, cassette tapes, compact disks, etc.

### **List of On Site Equipment**

12021 Sunset Hills Road, Ste. 100  
Reston, Virginia 20190  
Tel. 703-955-3915  
Fax 703-435-0980  
Web <http://www.globaltellink.com>

## LETTER OF AGENCY

DATE: \_\_\_\_\_

TO WHOM IT MAY CONCERN:

WE HAVE ENTERED INTO AN AGREEMENT WITH **GLOBAL TEL\*LINK CORP.**, PRIVATE PAY PHONE VENDOR, TO ACT AS OUR COMMUNICATIONS REPRESENTATIVE WITH:

\_\_\_\_\_ (LOCAL EXCHANGE CARRIER)

FOR OUR TELECOMMUNICATIONS SERVICE LOCATED AT (EXACT ADDRESS(ES) OF JAIL FACILITY(IES):

UNDER THE TERMS OF THIS AGREEMENT AND BY THIS LETTER, WE DO HEREBY AUTHORIZE **GLOBAL TEL\*LINK CORP.** TO DO THE FOLLOWING:

(X) REQUEST DISCONNECTION OF EXISTING COIN/INMATE TELEPHONES

(X ) INSTALL PHONES ON THEIR OWN BEHALF

THIS AUTHORIZATION DOES NOT PRECLUDE OUR ABILITY TO ACT IN OUR OWN BEHALF WHEN WE DEEM NECESSARY.

\_\_\_\_\_  
AUTHORIZED SIGNATURE

\_\_\_\_\_  
PRINTED NAME

\_\_\_\_\_  
TITLE

\_\_\_\_\_  
BUSINESS TELEPHONE



# MEMO

**To:** Mary Lewallen, Purchasing  
**From:** Shanae Jennings, City Secretary *[Signature]*  
**Date:** November 17, 2011  
**Subject:** Resolution No. 2011-313

Resolution -- Awarding the Annual Contract to Securus Technologies, for the Jail Inmate Phone System

The above referenced resolution was passed and approved by the City Council on November 17, 2011. A copy of the resolution and agreement are attached for your information and file. The vendor has picked up their original agreement.

Thank you.



CITY OF IRVING

COUNCIL RESOLUTION NO. RES-2011-313

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BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF IRVING, TEXAS:

SECTION I. THAT the City Council hereby approves and accepts the bid of Securus Technologies, in the net estimated revenue amount of \$27,500.00 for the period of November 1, 2011, through September 30, 2012, and in the net estimated revenue amount of \$2,500.00 for the period of October 1, 2012, through October 31, 2012, for Jail Inmate Phone System, and awards the contract to said company in said amount, and authorizes the Mayor to execute any necessary contract.

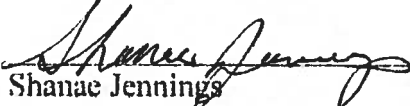
SECTION II. THAT this revenue shall be credited to Account No. 1001-0441-483047-4008.

SECTION III. THAT this resolution shall take effect from and after its final date of passage, and it is accordingly so ordered.

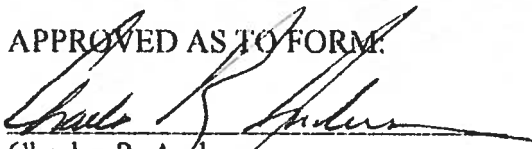
PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF IRVING, TEXAS,  
on November 17, 2011.

  
BETH VAN DUYNNE  
MAYOR

ATTEST:

  
Shanae Jennings  
Acting City Secretary

APPROVED AS TO FORM:

  
Charles R. Anderson  
City Attorney



**Master Services Agreement**  
**City of Irving Police Department ( TX )**  
**A002846**

This Master Services Agreement (this "Agreement") is by and between the City of Irving on behalf of the Irving Police Department ("Customer") and Securus Technologies, Inc., ("we," "us," or "Provider"). This Agreement supersedes any and all other agreements (oral, written, or otherwise) that may have been made between the parties and shall be effective as of the last date signed by either party (the "Effective Date").

Whereas the Customer desires that Provider install an inmate telecommunication system and provide telecommunications and maintenance services according to the terms and conditions in this Agreement according to the Schedule and Work Orders, which are incorporated by reference into this Agreement;

Whereas the Provider agrees to install the inmate telecommunications system and provide telecommunications and maintenance services according to the terms and conditions in this Agreement and the Schedule and Work Orders, which are incorporated by reference into this Agreement;

Now therefore, in consideration of the mutual promises and covenants contained herein, the parties agree as follows:

1. Applications. This Agreement specifies the general terms and conditions under which we will perform certain inmate-related services and applications (the "Application(s)") for you. Additional terms and conditions with respect to the Applications will be specified in the schedules entered into by the parties and attached hereto (the "Schedules"). The Schedules are incorporated into this Agreement and are subject to the terms and conditions of this Agreement. In the event of any conflict between this Agreement and a Schedule, the terms of the Schedule shall govern. In the event of any conflict between any two Schedules for a particular Application, the latest in time shall govern.
2. Use of Applications. You grant us the exclusive right and license to install, maintain, and derive revenue from the Applications through our inmate systems (including, without limitation, the related hardware and software) (the "System") located in and around the inmate confinement facilities identified on the Schedules (the "Facilities"). You are responsible for the manner in which you use the Applications. Unless expressly permitted by a Schedule or separate written agreement with us, you will not resell the Applications or provide access to the Applications (other than as expressly provided in a particular Schedule), directly or indirectly, to third parties. During the term of this Agreement and subject to the remaining terms and conditions of this Agreement, Provider shall be the sole and exclusive provider of existing and any future inmate related communications, including but not limited to voice, video, and data (e.g., phone calls, video calls, messaging, prepaid calling cards, debit calling, and e-mail) at the Facilities in lieu of any other third party providing such inmate communications, including without limitation, Customer's employees, agents, or subcontractors.
3. Compensation. Compensation for each Application, if any, and the applicable payment addresses are as stated in the Schedules.
4. Term. The obligations of the parties shall be effective as of the Effective Date, but the "Initial Term" shall begin 120 days after the Effective Date (to allow for installation of hardware and/or implementation of network connectivity) and shall end on the date that is 12 months thereafter. Unless one party delivers to the other written notice of non-renewal at least ninety (90) days before the end of the then current term, this Agreement shall automatically renew for 2 successive periods of 24 months each. Notwithstanding anything to the contrary, the terms and conditions of this Agreement shall continue to apply to each Schedule for so long as we continue to provide the Application to you after the expiration or earlier termination of this Agreement.
5. Service Level Agreement and Limited Remedy. We are committed to providing you with reliable, high quality



Applications and we offer certain assurances about the quality of our Applications (the "Service Level Agreement"). The Service Level Agreement for each Application is as set forth in the applicable Schedule. THE SERVICE LEVEL AGREEMENT SETS FORTH THE SOLE AND EXCLUSIVE REMEDIES FOR FAILURE OR DEFECT OF AN APPLICATION. WE DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, ANY IMPLIED WARRANTY ARISING FROM A COURSE OF DEALING OR USAGE OF TRADE, AND NONINFRINGEMENT.

6. Software License. We grant you a personal, non-exclusive, non-transferable license (without the right to sublicense) to access and use certain proprietary computer software products and materials in connection with the Applications (the "Software"). The Software includes any upgrades, modifications, updates, and additions to existing features that we implement in our discretion (the "Updates"). Updates do not include additional features and significant enhancements to existing features. You are the license holder of any third-party software products we obtain on your behalf. You authorize us to provide or preinstall the third-party software and agree that we may agree to the third-party End User License Agreements on your behalf. Your rights to use any third-party software product that we provide shall be limited by the terms of the underlying license that we obtained for such product. The Software is to be used solely for your internal business purposes in connection with the Applications at the Facilities. You will not (i) permit any parent, subsidiary, affiliated entity, or third party to use the Software, (ii) assign, sublicense, lease, encumber, or otherwise transfer or attempt to transfer the Software or any portion thereof, (iii) process or permit to be processed any data of any other party with the Software, (iv) alter, maintain, enhance, disassemble, decompile, reverse engineer or otherwise modify the Software or allow any third party to do so, (v) connect the Software to any products that we did not furnish or approve in writing, or (vi) ship, transfer, or export the Software into any country, or use the Software in any manner prohibited by the export laws of the United States. We are not liable with regard to any Software that you use in a prohibited manner.

7. Ownership and Use. The System, the Applications, and related records, data, and information shall at all times remain our sole and exclusive property unless prohibited by law, in which event, we shall have the unlimited right to use such records, data, and information for investigative and law enforcement purposes. However, during the term of this Agreement and for a reasonable period of time thereafter, we will provide you with reasonable access to the records. We (or our licensors, if any) have and will retain all right, title, interest, and ownership in and to (i) the Software and any copies, custom versions, modifications, or updates of the Software, (ii) all related documentation, and (iii) any trade secrets, know-how, methodologies, and processes related to our Applications, the System, and our other products and services (the "Materials"). The Materials constitute proprietary information and trade secrets of Provider and its licensors, whether or not any portion thereof is or may be the subject of a valid copyright or patent.

8. Legality/Limited License Agreement. For services related to Applications which may allow you to monitor and record inmate or other administrative telephone calls, or transmit or receive inmate electronic messages ("e-mail"); by providing the Application, we make no representation or warranty as to the legality of recording or monitoring inmate or administrative telephone calls or transmitting or receiving inmate e-mail messages. Further, you retain custody and ownership of all recordings, and inmate e-mail messages; however you grant us a perpetual limited license to compile, store, and access recordings or inmate calls and access inmate e-mail messages for purposes of (i) complying with the requests of officials at the Facility, (ii) disclosing information to requesting law enforcement and correctional officials as they may require for investigative, penological or public safety purposes, (iii) performing billing and collection functions, or (iv) maintaining equipment and quality control purposes. This license does not apply to recordings of inmate calls or e-mail messages with their attorneys or to recordings or e-mail messages protected from disclosure by other applicable privileges.

9. Confidentiality and Non-Disclosure. The System, Applications, and related call records and information (the "Confidential Information") shall at all times remain confidential to Provider. You agree that you will not disclose such Confidential Information to any third party without our prior written consent unless required by court order or statute. Because you will be able to access confidential information of third parties that is protected by certain federal and state privacy laws through the Software and Applications, you shall only access the Software with computer systems that have effective firewall and anti-virus protection. Moreover, you acknowledge that the contents of this contract constitute proprietary trade secrets and represent that you have not disclosed the terms and conditions of this Agreement to anyone outside of your organization save your legal representative. You warrant that you will keep the terms and conditions of this Agreement confidential and, unless required by court order or statute, will not disclose such information without Provider's express written consent (except that you may disclose the contents of this Agreement to your attorney or tax advisor, if any, but only after informing those persons that they must keep confidential the information contained herein). Before complying with any such court order or

statute, you agree to notify Provider so that it may assert any rights to non-disclosure that it may have under the applicable law.

10. Claims. To the fullest extent allowed by applicable law, each party by itself and/or its employees, agents, or contractors agrees to be responsible for any loss, cost, claim, liability, damage, and expense (including, without limitation, reasonable attorney's fees and expenses) (collectively "Claims") arising out of (i) a breach of its own representations, warranties, and/or covenants contained herein, or (ii) gross negligence or willful misconduct, or (iii) actual or alleged intellectual property infringement.

Furthermore, the parties understand and agree that each one is subject to federal, state, and local laws and regulations, and each party bears the burden of its own compliance. The Provider agrees to install and implement the Inmate Telephone System according to the laws of the State of Texas, the instruction it receives from the Customer as to the Customer's requirements under the law, and according to the Customer's facility's demographics.

11. Insurance. We maintain comprehensive general liability insurance having limits of not less than \$2,000,000.00 in the aggregate. You agree to provide us with reasonable and timely written notice of any claim, demand, or cause of action made or brought against you arising out of or related to the utilization of the Applications and the System in which the Provider is brought in as a co-defendant in the Claim. We have the right to defend any such claim, demand, or cause of action at our sole cost and expense and within our sole and exclusive discretion. You agree not to compromise or settle any claim or cause of action arising out of or related to the use of the Applications or System without our prior written consent.

12. Default and Termination. If either party defaults in the performance of any obligation under this Agreement, then the non-defaulting party shall give the defaulting party written notice of its default setting forth with specificity the nature of the default. If the defaulting party fails to cure its default within thirty (30) days after receipt of the notice of default, then the non-defaulting party shall have the right to terminate this Agreement upon thirty (30) days written notice and pursue all other remedies available to the non-defaulting party, either at law or in equity. Notwithstanding the foregoing, the thirty (30) day cure period shall be extended to ninety (90) days if the default is not reasonably susceptible to cure within such thirty (30) day period, but only if the defaulting party has begun to cure the default during the thirty (30) day period and diligently pursues the cure of such default. Notwithstanding the foregoing, if you breach your obligations in the section entitled "Software License" or the section entitled "Confidentiality", then we shall have the right to terminate this Agreement immediately.

13. Limitation of Liability. NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS AGREEMENT, NEITHER PARTY SHALL HAVE ANY LIABILITY FOR INDIRECT, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES, LOSS OF PROFITS OR INCOME, LOST OR CORRUPTED DATA, OR LOSS OF USE OR OTHER BENEFITS, HOWSOEVER CAUSED AND EVEN IF DUE TO THE PARTY'S NEGLIGENCE, BREACH OF CONTRACT, OR OTHER FAULT, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. OUR AGGREGATE LIABILITY TO YOU RELATING TO OR ARISING OUT OF THIS AGREEMENT, WHETHER IN CONTRACT, TORT OR OTHERWISE, SHALL NOT EXCEED THE AMOUNT WE PAID YOU DURING THE TWELVE (12) MONTH PERIOD BEFORE THE DATE THE CLAIM AROSE.

14. Uncontrollable Circumstance. The parties reserve the right to renegotiate or terminate this Agreement upon sixty (60) days advance written notice if circumstances outside our control related to the Facilities (including, without limitation, changes in rates, regulations, or operations mandated by law; material reduction in inmate population or capacity; material changes in jail policy or economic conditions; acts of God; actions you take for security reasons (such as lock-downs)) negatively impact their business; however, neither party shall unreasonably exercise such right. Further, Customer acknowledges that Provider's provision of the services is subject to certain federal, state or local regulatory requirements and restrictions which are subject to change from time-to-time and nothing contained herein to the contrary shall restrict Provider from taking any steps necessary to perform in compliance therewith.

15. Injunctive Relief. Both parties agree that a breach of any of the obligations set forth in the sections entitled "Software

License," "Ownership and Use," and "Confidentiality" would irreparably damage and create undue hardships for the other party. Therefore, the non-breaching party shall be entitled to immediate court ordered injunctive relief to stop any apparent breach of such sections, such remedy being in addition to any other remedies available to such non-breaching party.

16. Force Majeure. Either party may be excused from performance under this Agreement to the extent that performance is prevented by any act of God, war, civil disturbance, terrorism, strikes, supply or market, failure of a third party's performance, failure, fluctuation or non-availability of electrical power, heat, light, air conditioning or telecommunications equipment, other equipment failure or similar event beyond its reasonable control; provided, however that the affected party shall use reasonable efforts to remove such causes of non-performance.

17. Notices. Any notice or demand made by either party under the terms of this Agreement or under any statute shall be in writing and shall be given by personal delivery; registered or certified U.S. mail, postage prepaid; or commercial courier delivery service, to the address below the party's signature below, or to such other address as a party may designate by written notice in compliance with this section. Notices shall be deemed delivered as follows: personal delivery – upon receipt; U.S. mail – five days after deposit; and courier – when delivered as shown by courier records.

18. No Third-party Beneficiary Rights. The parties do not intend to create in any other individual or entity the status of a third-party beneficiary, and this Agreement shall not be construed so as to create such status. The rights, duties, and obligations contained herein shall operate only between the parties and shall inure solely to their benefit. The provisions of this Agreement are intended to assist only the parties in determining and performing their obligations hereunder, and the parties intend and expressly agree that they alone shall have any legal or equitable right to seek to enforce this Agreement, to seek any remedy arising out of a party's performance or failure to perform any term or condition of this Agreement, or to bring an action for the breach of this Agreement.

19. Funding. Notwithstanding any provisions contained in this Agreement, the obligations of Customer is expressly contingent upon the availability of funding. Provider shall not have a right of action against the Customer in the event the Customer is unable to fulfill its obligations under this Agreement as a result of lack of sufficient funding for any item or obligation from any source utilized to fund this Agreement or failure to budget or authorize funding for this Agreement during the current or future fiscal years."

20. Miscellaneous. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas. Venue of any court action brought directly or indirectly by reason of this Agreement shall be in Dallas County, Texas. This Agreement is made and is to be performed in Dallas County, Texas. No waiver by either party of any event of default under this Agreement shall operate as a waiver of any subsequent default under the terms of this Agreement. If any provision of this Agreement is held to be invalid or unenforceable, the validity or enforceability of the other provisions shall remain unaffected. This Agreement shall be binding upon and inure to the benefit of Provider and Customer and their respective successors and permitted assigns. Except for assignments to our affiliates or to any entity that succeeds to our business in connection with a merger or acquisition, neither party may assign this Agreement without the prior written consent of the other party. Each signatory to this Agreement warrants and represents that he or she has the unrestricted right and requisite authority to enter into and execute this Agreement, to bind his or her respective party, and to authorize the installation and operation of the System. Provider and Customer each shall comply, at its own expense, with all applicable laws and regulations in the performance of their respective obligations under this Agreement and otherwise in their operations. Nothing in this Agreement shall be deemed or construed by the parties or any other entity to create an agency, partnership, or joint venture between Customer and Provider. This Agreement cannot be modified orally and can only be modified by a written instrument signed by all parties. The parties' rights and obligations, which by their nature would extend beyond the termination, cancellation, or expiration of this Agreement, shall survive such termination, cancellation, or expiration (including, without limitation, any payment obligations for services or equipment received before such termination, cancellation, or expiration). This Agreement may be executed in counterparts, each of which shall be fully effective as an original, and all of which together shall constitute one and the same instrument. Each party agrees that delivery of an executed copy of this Agreement by facsimile transmission or by PDF e-mail attachment shall have the same force and effect as hand delivery with original signatures. Each party may use facsimile or PDF signatures as evidence of the execution and delivery of this Agreement to the same extent that original signatures can be used. This Agreement, together with the exhibits and Schedules, constitutes the entire agreement of the parties regarding the subject matter set forth herein and supersedes

any prior or contemporaneous oral or written agreements or guarantees regarding the subject matter set forth herein.

EXECUTED as of the Effective Date.

CUSTOMER:

City of Irving on behalf of the Irving  
Police Department

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Customer's Notice Address:

305 N. O'Connor Rd.  
Irving, TX 75061

PROVIDER:

Securus Technologies, Inc.

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Provider's Notice Address:

14651 Dallas Parkway, Suite 600  
Dallas, Texas 75254  
Attention: General Counsel  
Phone: (972) 277-0300

Provider's Payment Address:

14651 Dallas Parkway, Suite 600  
Dallas, Texas 75254  
Attention: Accounts Receivable

Please return signed contract to:

14651 Dallas Parkway  
Sixth Floor  
Dallas, Texas 75254  
Attention: Contracts Administrator  
Phone: (972) 277-0300

Approved 11/17/11  
Resolution # 2011-313

## City of Irving Police Department ( TX )

A002846

This Schedule is between Securus Technologies, Inc. ("we" or "Provider"), and the City of Irving on behalf of the Irving Police Department ("you" or "Customer") and is part of and governed by the Master Services Agreement (the "Agreement") executed by the parties. The terms and conditions of the Agreement are incorporated herein by reference. This Schedule shall be coterminous with the Agreement ("Schedule Effective Date").

A. Applications. We will provide the following Applications:

**CALL MANAGEMENT SYSTEM****DESCRIPTION:**

Secure Call Platform: Secure Call Platform ("SCP") provides through its centralized system automatic placement of calls by inmates without the need for conventional live operator services. In addition, SCP has the ability to (a) monitor and record inmate calls, (b) automatically limit the duration of each call to a certain period designated by us, (c) maintain call detail records in accordance with our standard practices, (d) automatically shut the System on or off, and (e) allow free calls to the extent required by applicable law. We will be responsible for all billing and collections of inmate calling charges but may contract with third parties to perform such functions. SCP will be provided at the Facilities specified in the chart below.

**COMPENSATION:**

Collect Calls. We will pay you commission (the "Commission") based on the Gross Revenues that we earn through the completion of collect calls placed from the Facilities as specified in the chart below. Gross Revenues shall mean all gross billed revenues relating to completed collect calls generated by and through the Inmate Telecommunications System. Regulatory required and other items such as federal, state and local charges, taxes and fees, including transaction funding fees, transaction fees, credits, billing recovery fees, charges billed by non-LEC third parties, and promotional programs are excluded from revenue to the Provider. We shall remit the Commission for a calendar month to you on or before the 30th day after the end of the calendar month in which the calls were made (the "Payment Date"). All Commission payments shall be final and binding upon you unless we receive written objection within sixty (60) days after the Payment Date. Your payment address is as set forth in the signature block below. You shall notify us in writing at least sixty (60) days before a Payment Date of any change in your payment address.

**FACILITIES AND RELATED SPECIFICATIONS:**

Facility Name and Address	Type of Call Management Service	Commission Percentage	Revenue Base for Calculation of Commission	Commissions Payment Address
City of Irving Police Department 305 N. O'Connor Rd. Irving, TX 75061	SCP	67%	Gross Revenues	845 W. Irving Blvd. Irving, TX 75060



## CENTRALIZED NET CENTRIC, VOIP, DIGITAL TRANSMITTED CALL MANAGEMENT SYSTEM

### DESCRIPTION:

Secure Calling Platform User Interface. We will provide you with the Software regarding the Secure Calling Platform Interface ("S-Gate User Interface") which may be used only on computers and other equipment that meets or exceeds the specifications in the chart below, which we may amend from time to time ("Compatible Equipment"), for a total of licensed users as specified in the attached Customer Statement of Work. Customer represents that (i) it will be responsible for distributing and assigning licenses to its end users; (ii) it will use the SCP User Interface for lawful purposes and shall not transmit, retransmit or store material in violation of any federal or state laws or regulation; and (iii) it will monitor and ensure that its licensed end users comply as directed herein.

Processor	Personal computer (PC) with a minimum 1 gigahertz (GHz) or processor clock speed recommended; Intel Pentium/Celeron family, or AMD K6/Athlon/Duron family, or compatible processor recommended higher
Operating System	Windows XP
Browser	Microsoft Internet Explorer 6.0 or better
Memory	At least 128 megabytes (MB) of RAM; 256 MB for optimum speed
Drive	CD-ROM or DVD drive
Display	Super VGA (1,024 x 768) or higher-resolution video adapter and monitor
Peripherals	Keyboard and Microsoft Mouse or compatible pointing device
Internet	Internet access

### SERVICE LEVEL AGREEMENT

We agree to repair and maintain the System in good operating condition (ordinary wear and tear excepted), including, without limitation, furnishing all parts and labor. All such maintenance shall be conducted in accordance with the service levels in Items 1 through 10 below. All such maintenance shall be provided at our sole cost and expense unless necessitated by any misuse of, or destruction, damage, or vandalism to any premises equipment by you (not inmates at the Facilities), in which case, we may recoup the cost of such repair and maintenance through either a Commission deduction or direct invoicing, at our option. You agree to promptly notify us in writing after discovering any misuse of, or destruction, damage, or vandalism to, the said equipment. If any portion of the System is interfaced with other devices or software owned or used by you or a third party, then we shall have no obligation to repair or maintain such other devices or software. This SERVICE LEVEL AGREEMENT does not apply to any provided *Openworkstation(s)* (see below). For the services contemplated hereunder, we may provide, based upon the facilities requirements, two types of workstations (personal computer/desktop/laptop/terminal): The "*Openworkstation*" is an open non-secured workstation which permits administrative user rights for facility personnel and allows the facilities an ability to add additional third-party software. Ownership of the *Openworkstation* is transferred to the facility along with a three-year product support plan with the hardware provider. We have no obligation to provide any technical and field support services for an *Openworkstation*. CUSTOMER IS SOLELY RESPONSIBLE FOR THE MAINTENANCE OF ANY *OPENWORKSTATIONS(S)*.

1. Outage Report; Technical Support. If either of the following occurs: (a) you experience a System outage or malfunction or (b) the System requires maintenance (each a "System Event"), then you will promptly report the System Event to our Technical Support Department ("Technical Support"). You may contact Technical Support 24 hours a day, seven days a week (except in the event of planned or emergency outages) by telephone at 866-558-2323, by email at [TechnicalSupport@securustech.net](mailto:TechnicalSupport@securustech.net), or by facsimile at 800-368-3168. We will provide you commercially reasonable notice, when practical, before any Technical Support outage.

2. Priority Classifications. Upon receipt of your report of a System Event, Technical Support will classify the System Event

as one of the following three priority levels:

Priority 1	30% or more of the functionality of the System is adversely affected by the System Event.
Priority 2	5% - 29% of the functionality of the System is adversely affected by the System Event.
Priority 3	5% or less of the functionality of the System is adversely affected by the System Event. Single and multiple phones related issues.

3. Response Times. After receipt notice of the System Event, we will respond to the System Event within the following time periods:

Priority 1	2 hours
Priority 2	24 hours
Priority 3	72 hours

4. Response Process. In the event of a System Event, where the equipment is located on Customer premises, Technical Support will either initiate remote diagnosis and correction of the System Event or dispatch a field technician to the Facility (in which case the applicable regional dispatcher will contact you with the technician's estimated time of arrival), as necessary. In the event of a System Event occurs in the centralized SCP system, technical support will initiate remote diagnosis and correction of the System Event.

5. Performance of Service. All of our repair and maintenance of the System will be done in a good and workmanlike manner at no cost to you except as may be otherwise set forth in the Agreement. Any requested modification or upgrade to the System that is agreed upon by you and us may be subject to a charge as set forth in the Agreement and will be implemented within the time period agreed by the parties.

6. Escalation Contacts. Your account will be monitored by the applicable Territory Manager and Regional Service Manager. In addition, you may use the following escalation list if our response time exceeds 36 hours: first to the Technical Support Manager or Regional Service Manager, as applicable, then to the Director of Field Services, then to the Executive Director, Service.

7. Notice of Resolution. After receiving internal notification that a Priority 1 System Event has been resolved, a member of our management team will contact you to confirm resolution. For a Priority 2 or 3 System Event, a member of our customer satisfaction team will confirm resolution.

8. Monitoring. We will monitor our back office and validation systems 24 hours a day, seven days a week.

9. Required IGR. You are responsible for providing a dedicated isolated grounded receptacle ("IGR") for use in connection with the primary System. Upon request we will provide you with the specifications for the IGR. If you are unable to or do not provide the IGR, then we will provide the IGR on a time and materials basis at the installer's then-current billing rates, provided that we are not responsible for any delay caused by your failure to provide the IGR.

10. End-User Billing Services and Customer Care. Our Correctional Billing Services department will maintain dedicated

customer service representatives to handle end-user issues such as call blocking or unblocking and setting up end-user payment accounts. The customer service representatives will be available during reasonable business hours Monday through Saturday by telephone at 800-844-6591, by email at Support@CorrectionalBillingServices.com, and by facsimile at 800-578-2627. In addition, we will maintain an automated inquiry system on a toll-free customer service phone line that will be available to end-users 24 hours a day, 7 days a week to provide basic information and handle most routine activities. We will also accept payments from end-users by credit card, check, and cash deposit (such as by money order or Western Union transfer).

### INSTANT PAY™ PROGRAM

#### DESCRIPTION

The Instant Pay™ Program optimizes the call routing at Facilities by connecting as many calls as possible. If a call is attempted but there is no account or calling card open and in use to pay for the call, the call can be routed to the Instant Pay Program. The Instant Pay Program will offer the called party additional options to connect the call as well as provide information and promotional messaging on how to create a prepaid AdvanceConnect™ Account. Customer understands and agrees that compensation received under this Program applies to any minimal annual guarantees set forth above.

#### COMPENSATION

**Pay Now™** Pay Now™ is an instant paid payment product available to facilities that have the Instant Pay Program installed that allows the called party to instantly pay for a single call using a debit or credit card in real-time as the call is being initiated. With Pay Now™, the called party may immediately pay using a credit or debit card for one single call or may elect to setup and / or fund a prepaid AdvanceConnect account. Provider will compensate the Customer at a rate of one and 60/100 dollars (\$1.60) for each call accepted and paid for using Pay Now™. Pay Now™ is not subject to any other compensation.

**Text2Connect™** Text2Connect™, previously known as First Call Connect 2 ("FCC2"), is a program designed to get inmates in touch with Friends and Family members quickly and to encourage them to set up a prepaid AdvanceConnect™ account. If (a) an inmate attempts a call to a mobile phone, (b) the facility allows calls to mobile phones, and (c) the call cannot be billed by Provider, then call control will be assumed by our third-party provider. Our third-party provider will prompt the called party to double opt-in to accept and confirm the charges for a premium SMS text message and continue the call. Charges for the message are billed by the called party's mobile provider on their mobile phone bill. The called party receives a text message receipt for the call charges and is given instructions on how to open a prepaid AdvanceConnect™ account. Text2Connect™ is available through our third-party processor who maintains relationships with select mobile phone companies around the country and manages the connection.

Text2Connect™ promotional calls are not commissionable, and Provider will pay the Customer a bonus payment of thirty cents (\$0.30) for each transaction fee billed and collected by the wireless carrier completed through the Text2Connect™ platform. Bonus payments for each applicable connection will be added to your existing monthly commission statement. Text2Connect™ is not subject to any other compensation.

### PREPAID CALLING CARDS

#### DESCRIPTION:

Upon receipt of your written request, we will provide you with inmate Prepaid Calling Cards for resale to inmates at the Facilities specified in the chart below. Prepaid Calling Cards are not returnable or refundable; all sales are final. Each Prepaid Calling Cards will be valid for no more than six (6) months from the date it is first used. The cards are subject to applicable local, state, and federal taxes plus any applicable per call surcharge fee. If you authorize us, we will deal with your third-party commissary operator ("Commissary Operator") for the sole purpose of selling Prepaid Calling Cards to you. If that is the case, you shall notify us in writing of any change in the identity of the Commissary Operator, which change shall be effective on the date that we receive the notice. Notwithstanding anything to the contrary, you will remain primarily liable for the payment for Prepaid Calling Cards sold to Commissary Operator on your behalf.

#### TAXES:

The face value of the Prepaid Calling Cards does not include any taxes or other fees. Provider will invoice Customer for each order of Prepaid Calling Cards. Customer agrees to pay invoice within thirty (30) days, including all applicable sales taxes and other regulatory charges. Customer may provide a Sales and Use Tax Resale Certificate to Provider stating that Customer will be responsible for charging the applicable taxes to the end-users and for remitting the collected taxes to the

proper taxing jurisdictions. If Provider receives a Sales and Use Tax Resale Certificate from Customer, Provider will not charge applicable sales taxes on Customer invoices for Prepaid Calling Cards purchases.

#### COMPENSATION:

The face value of the Cards less the applicable percentage specified in the chart below plus any applicable sales tax and shipping charges shall be due and payable within thirty (30) days after the invoice date. After such thirty (30) day period, then we reserve the right to charge interest on the overdue amount at the lower of (a) fifteen percent (15%) per annum or (b) the maximum rate allowed by law and to deduct the invoice price of the Cards plus any accrued interest from any amounts we owe you until paid in full. If you authorize us in writing we will deduct amounts owed from your earned Commissions. If the amounts owed exceed the Commission for the relevant month or if, for any reason, the Agreement terminates or expires during the relevant month, then we will invoice you for the balance which shall be due within thirty (30) days after the date of the invoice. All applicable sales taxes will be charged on the invoiced amount of the Prepaid Calling Card sale, unless customer provides us a valid reseller's certificate before the time of sale.

VENDING MACHINE: You agree to grant us the exclusive right to install two Prepaid Calling Card Vending Machines ("Vending Machine") at the Facilities described in the chart below, and we reserve the right in our sole discretion to remove the Vending Machine(s) at any time upon 60 day prior notification to you. You agree to purchase and dispense Prepaid Calling Cards exclusively from Provider at the discount described in the chart below. You will furnish the necessary space, janitorial services, security, and utilities to permit the proper installation and operation of the Vending Machine(s). We agree to install, maintain, and service the Vending Machine(s) in accordance with industry standards and all federal, state, and local laws. We will train your staff in the stocking and operation of the Vending Machine(s), and thereafter, you will be solely responsible for keeping the Vending Machine(s) stocked and removing any and all cash from the machine(s). Prepaid Calling Cards are not returnable or refundable; all sales are final. Each Prepaid Calling Card will be valid for no more than six (6) months from the date it is first used. The Cards are subject to applicable local, state, and federal taxes plus any applicable per call surcharge fee. Provider will invoice Customer for each order of Prepaid Calling Cards. You agree to pay the invoice within thirty (30) days, including all applicable sales taxes and other regulatory charges. You may provide us a Sales and Use Tax Resale Certificate stating that you are responsible for charging the applicable taxes to the end-users and for remitting the collected taxes to the proper taxing jurisdictions. If we receive a Sales and Use Tax Resale Certificate from you, we will not charge applicable sales taxes on the invoices for Prepaid Calling Cards purchases. You will retain all income derived from cards sold through the Vending Machine(s), and will be solely responsible for end-user complaints and refunds. You will assume the risk of loss for the cards and will be responsible for failure/loss rate exceeding two percent (2%) of the total order value. Customer agrees to hold Provider harmless against loss of income or profits.

#### FACILITIES AND RELATED SPECIFICATIONS:

Facility Name and Address	Discount Percentage
City of Irving Police Department 305 N. O'Connor Rd. Irving, TX 75061	67%

WARRANTY. WE DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, ANY IMPLIED WARRANTY ARISING FROM A COURSE OF DEALING OR USAGE OF TRADE, AND NONINFRINGEMENT. Notwithstanding, we will pass through to you any applicable manufacturer warranties, and agree to repair and maintain the vending machine in good operating condition (ordinary wear and tear excepted), including, without limitation, furnishing all parts and labor. All such maintenance shall be conducted in accordance with the priority level number 3 listed in the SERVICE LEVEL AGREEMENT above. An authorized representative of Customer must be present and oversee all service and maintenance visits by the Provider. All maintenance will be provided at our sole cost and expense unless necessitated by any misuse of, or destruction, damage, or vandalism to the vending machine by you (not the public), in which case, we may recoup the cost of such repair and maintenance through either a Commission deduction or direct invoicing, at our option. You agree to promptly notify us in writing after discovering any misuse of, or destruction, damage, or vandalism to the vending machine. For a vending machine service request, you may contact Technical Support 24 hours a day, seven days a week (except in the event of planned or emergency outages) by telephone at 866-558-2323, by email at TechnicalSupport@securustech.net, or by facsimile at 800-368-3168. After receipt notice of a vending machine service request, we will respond within 36 hours. In all instances Technical Support will dispatch a field technician to the Facility (in which case the applicable regional dispatcher will contact you with the technician's estimated time of arrival), as necessary. All of our repair and maintenance of the System will be done in a good and workmanlike manner at no cost to you except as may be otherwise set forth in the Agreement. A member of our customer satisfaction team will confirm resolution.

### **CALLING RATES**

Provider will charge rates that are in compliance with state and federal regulatory requirements. International rates, if applicable, will vary by country.

## Exhibit A: Customer Statement of Work

City of Irving Police Department ( TX )

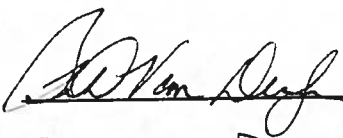
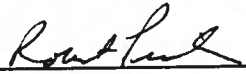
A002846

This **Customer Statement of Work** is made part hereto and governed by the Master Services Agreement (the "Agreement") executed between Securus Technologies, Inc. ("we" or "Provider"), and the City of Irving on behalf of the Irving Police Department ("you" or "Customer"). The terms and conditions of said Agreement are incorporated herein by reference. This Customer Statement of Work shall be coterminous with the Agreement.

A. Applications. The parties agree that the Applications listed in the Service Schedule or below shall be provided and in accordance with the Service Level Agreements as described in the applicable section of the Service Schedule to the Agreement.

B. Equipment. We will provide the equipment/Applications in connection with the SCP services needed to support the required number and type of phones and other components and storage for 90 days. Additional equipment or applications will be installed only upon mutual agreement by the parties, and may incur additional charges.

### EXECUTED as of the Effective Date.

<p><u>CUSTOMER:</u></p> <p>City of Irving on behalf of the Irving Police Department</p> <p>By: <u></u></p> <p>Name: <u>Beth Van Duzee</u></p> <p>Title: <u>Mayor</u></p>	<p><u>PROVIDER:</u></p> <p>Securus Technologies, Inc.</p> <p>By: <u></u></p> <p>Name: Robert Pickens</p> <p>Title: Chief Operating Officer</p>
----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------	---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------

Please return signed contract to:

14651 Dallas Parkway  
Sixth Floor  
Dallas, Texas 75254  
Attention: Contracts Administrator  
Phone: (972) 277-0300

# GLOBAL TEL\*LINK CORPORATION

12021 Sunset Hill Road, Ste. 100  
Birmingham, AL 35240  
Tel: 205 825 3035  
Fax: 205 825 3035  
Web: <http://www.globaltellink.com>

## INMATE TELEPHONE SERVICE AGREEMENT

This Inmate Telephone Service Agreement ("Agreement") is made by and between Global Tel\*Link Corporation, having its principal place of business at 2609 Cameron Street, Mobile, Alabama 36607 ("Company") and City of St. Louis, with an address at 1520 Market Street, RM 3005, St. Louis, MO 63103 ("Premise Provider").

**1. Term.** This Agreement shall be in effect for Five (5) years, commencing on November 30, 2009. Commission calculations shall begin as of the first date of documented operation and first call completion. Unless either party notifies the other in writing of its intention not to renew this Agreement at least ninety (90) days from the end of the original or any renewal term, this Agreement shall automatically renew for additional one (1) year terms.

**2. Equipment.** This Agreement applies to the installation, management, operation and maintenance of inmate telephones, enclosures, and related equipment furnished by the Company as listed on Exhibit A at the time of execution of the Agreement or during the term of this Agreement, whether existing, newly installed or renovated, located at: 200 S. Tucker Street (Justice Center), 7600 Hall Street (MSI), St. Louis, MO 63101 (Facility) and all other facilities under the control of Premise Provider.

The term "Equipment" is defined herein as the inmate telephone set(s) and related equipment, including but not limited to guard posts, concrete pads, mast poles, and site preparation. Where guard posts, concrete pads, enclosures, pedestals, bumper pads, or other property of the Company are installed upon the premises owned or controlled by Premise Provider or any of its agencies or affiliates, such property shall remain in all respects that of the Company. The Company reserves the right to remove or relocate equipment which is subjected to recurring vandalism or insufficient traffic and/or revenue to warrant the continuation of service. The Company shall not exercise such a right of removal or relocation unreasonably. The Company will notify the Premise Provider in writing of its intention to remove or relocate prior to such action. Upon removal of equipment by the Company, the Company shall restore said premise to its original condition, ordinary wear and tear excepted. However, the Company shall not be liable for holes placed in walls, pillars, or floors or other conditions on the premises which resulted from the proper installation of equipment described herein. The Premise Provider may not make alterations or attachments to the Equipment provided under this agreement, unless otherwise mutually agreed upon by all parties.

**3. Services.** At no cost to the Premise Provider, the Company shall provide all management services necessary to implement this Agreement; and shall be responsible for furnishing, installing, repairing and servicing the Equipment; the establishment (if and to the extent required by the Company) and compliance with all tariffs and all rules, regulations, orders and policies of federal and state regulatory authorities applicable to the payphone and automated operator services provided by the Company; the establishment

and maintenance of all billing and payment arrangements with the local and interexchange carriers; the processing of all telephone call records; the performance (alone or through others) of all validation, billing, outclearing and collection services; and the handling of all billing and other inquiries, fraud control, and all other services essential to the performance of the Company's obligations under this Agreement. The Company reserves the right to control unbillables, bad debt and fraud.

**4. Compensation.** Remuneration shall be \_\_\_\_\_ of the gross revenue billed or prepaid for all phones covered by this Agreement. Gross Revenue shall mean all revenue generated by every completed call that is accepted by an end user and billed via a local exchange carrier or prepaid to Company. Gross revenue on which monthly commission will be paid does not include: (i) taxes and tax-related surcharges; (ii) credits; (iii) billing recovery fees; and (iv) any amount Company collects for, or pays to, third parties, including but not limited to payments in support of statutory or regulatory programs mandated by governmental or quasi-governmental authorities, such as the Federal Universal Service Fee, and any costs incurred by Company in connection with such programs. Payments shall be paid monthly. All commission payments shall be considered final and binding upon the Premise Provider unless written objection is received by the Company in accordance with Section 10 within sixty (60) days of receipt of commission payment by the Premise Provider.

Commission payments will be delivered to the address listed in this Section, which may be changed by Premise Provider from time to time upon notice to Company in accordance with terms of the notice provision of this Agreement.

Pat Schommer  
City of ST Louis Division of Corrections  
200 South Tucker ST  
ST Louis MO 63102

**5. Rates.** The telephone rate structure and surcharge rates shall not exceed the maximum rates as authorized by the state's telecommunication regulatory authority and the Federal Communications Commission (FCC). Any rate changes mandated by the state/local regulatory authority and/or the FCC which adversely affect this Agreement shall entitle the Company to, at its option, renegotiate or cancel this Agreement in accordance with Paragraph 18 below.

**6. Records & Confidentiality.** The Company shall maintain records sufficient to permit proper determination of funds due the Premise Provider. Such records shall be made available to the Premise Provider for review upon request.

Each party shall also keep confidential any information it learns about the other's business or operations during its performance under this Agreement. The parties may make disclosures to employees, shareholders, agents, attorneys and accountants (collectively, "Agents") as required to perform their obligations hereunder, provided, however, that the parties shall cause all Agents to honor the provisions of this Section. The parties may also make disclosures as required by law as long as, before any disclosure, the party subject to the disclosure requirement promptly notifies the other party of the requirement and allows the other party the opportunity to oppose the disclosure. Neither party will be obligated to keep confidential the other's information to the extent it was known to that party prior to the date of this Agreement without any obligation or request for confidentiality, is or becomes publicly known through no wrongful act of the party, is rightfully received from a



third party who has no confidentiality obligation with respect to the information, or is developed independently by the party (and this can be verified).

The revenue payment and reporting cycle will be a maximum of 45 days following the end of the previous month. Both summary and detail reports will be provided. The original reports and payment will be mailed directly to the Premise Provider. The following information will be provided for each location by telephone number:

- Total Calls
- Total minutes of use
- Type of call
- Total usage revenue

**7. Further Assurances.** During the term of this Agreement, including any renewal period(s), Premise Provider agrees to:

- (a) Reasonably protect the Equipment against willful abuse and promptly report any damage, service failure or hazardous conditions to the Company.
- (b) Provide, at its expense, necessary power and power source, and provide suitable space, accessible to the users.
- (c) Permit reasonable access to its respective facilities without charge or prejudice to Company employees or representatives, patrons, or consignees.
- (d) Premise Provider represents and warrants that it has legal authority to enter into this Agreement and to make all decisions concerning the providing of space and the installation and use of the Equipment at the Facility; and agrees that during the term of this Agreement, including any renewal period(s), the Company shall have the exclusive right to provide inmate and/or payphone service at the Facility provided, however, that the Company may choose not to exercise this exclusive right.
- (e) During the term of this agreement, Premise Provider agrees it will not allow other inmate telephones to either remain or be installed at the facility's property. This is to include any additional inmate telephones required to facilitate Premise Provider's expansion at its present or future location(s) during the term of this Agreement and any extensions of this Agreement.
- (f) Stipulate that Company has no responsibility to advise Premise Provider with respect to any applicable law, regulation, or guideline that may govern or control telephone call recordation or monitoring by Premise Provider, or compliance therewith. Premise Provider has its own legal counsel to advise it concerning any and all such applicable law, regulation, or guideline, and compliance therewith. Company disclaims any responsibility to provide, and in fact has not provided, Premise Provider any legal advice concerning such applicable law, regulation, or guideline, or compliance therewith. Premise Provider agrees to indemnify, defend, and hold Company harmless from any liability, claims, suits, proceedings, damages, costs, and expenses (including attorney's fees) relating to any claims made against Company by any person arising out of failure of Premise Provider to comply with such applicable law, regulation or guideline.
- (g) Acknowledge that all call detail records (CDRs) and call recordings contained in the inmate telephone system equipment provided by Company to Premise Provider are

the exclusive property of the Premise Provider for the term of this Agreement and any resulting extensions of this Agreement.

**8. Title.** Title to Equipment hereunder shall be and at all times remain in the Company.

**9. Relocation.** Equipment shall not be disconnected or moved by Premise Provider from the location in which it is installed. By agreement of all parties, installed Equipment may be relocated by the Company.

**10. Notices.** Any notice, demand, request, approval or other communication (a "notice") which, under the terms of this Agreement or by law, must or may be given by either party, must be in writing, and must be given by personally delivering or mailing the same by registered or certified mail, return receipt requested, to the respective parties as follows:

**To Company:**

**Global Tel\*Link Corporation**  
12021 Sunset Hills Road  
Suite 100  
Reston, Virginia 20190  
Phone: (703) 955-3915  
Fax: (703) 435-0980  
**ATTN: Dorothy E. Cukier, Esq.**

**To Premise Provider:**

**City of St. Louis**  
1520 Market Street  
RM 3005  
St. Louis, MO 63101  
Phone:  
Fax:  
**ATTN: Telecommunications  
Manager**

**11. Governing Law.** The construction, interpretation and performance of this agreement and all transactions under it shall be governed by the domestic laws of the State of Alabama.

**12. Indemnification & Consequential Damages.** Each party shall indemnify the other from any loss, cost, damage, expense, or liability arising out of the performance of this Agreement and caused, in whole or in part, by the acts or omissions, negligence or fault, of the indemnifying party, except to the extent such loss, cost, damage, expense, or liability arises from the acts of omissions, negligence or fault of the other party; provided, however, that the Company shall not be liable for interruption of telephone service from any cause.

Neither party hereunder shall be liable to the other for any consequential or indirect loss, including but not limited to loss of profits, telephone or business interruption, howsoever caused and even if due to the negligence, breach of contract or other fault of the respective parties. Company's liability under this Contract shall in no event exceed the total Contract value or \$500,000, whichever is lesser.

**13. Risk of Loss.** The Company and its insurers, if any, shall relieve Premise Provider of all risks of loss or damage to the Equipment during the periods of transportation, installation and operation of the Equipment. However, Premise Provider shall be responsible for loss or damage to Equipment in its possession caused by fault or negligence of Premise Provider or its employees.

**14. Default.** In the event any party shall be in breach or default of any terms, conditions, or covenants of this agreement and such breach or default shall continue for a period of thirty (30) days after the giving of written notice thereof to any party by the other, then in addition to all other rights and remedies of law or equity or otherwise, the offended party shall have the right to cancel this agreement without charge of liability.

**15. Assignment.** This agreement shall inure to the benefit of and be binding upon the parties and their respective successors and assigns, including any new administration or head of Premise Provider; provided, however, that neither party shall assign this Agreement or any interest herein without the other's prior written consent, except that the Company shall have the right to assign this Agreement or any interest herein at any time to any parent, successor, subsidiary, or affiliate of the Company without the consent of the Premise Provider.

**16. Independent Contractor.** The Company acknowledges that it is an independent contractor and that nothing contained in this Agreement or the relationship of the parties is intended to or shall create a partnership or joint venture or agency relationship of any kind between the parties. This agreement shall not be constructed as a contract of agency or employment. Company shall be solely responsible and liable for compliance with all laws, rules and regulations and payment of all wages, unemployment, social security and other payroll taxes relating to Company's employees including contribution from such persons, when required by law.

**17. Solicitation.** The Premise Provider acknowledges that no officer or employee of the Company has been employed, induced, or directed by Premise Provider to solicit or secure this agreement with the Company upon agreement, offer, understanding, or implication involving any form of remuneration whatsoever. Premise Provider agrees, in the event of an allegation of substance (the determination of which will be solely made by the Company) that there has been a violation hereof, Premise Provider will cooperate in every reasonable manner with the Company in establishing whether the allegation is true. Notwithstanding any provisions of this agreement to the contrary, if a violation of this provision is found to have occurred and is deemed material by the Company, the Company may terminate this agreement.

**18. Force Majeure.** Neither party to this Agreement shall be responsible or liable to the other for delays or inability to act or perform their obligations under this contract due to circumstances, events or acts of others beyond their reasonable control, including, but not limited to, acts of God, fire, flood, storm, hurricane, tornado, theft of equipment, or changes in regulatory rules or regulations affecting the ability of either party to reasonably carry out its obligations under this Agreement. It is agreed and understood that this Agreement will be subject to termination by either party upon sixty (60) days notice to the other should there be imposed upon Premise Provider or Company any rule or regulation by any state, federal or local regulatory agency which would substantially adversely affect the operation of the equipment or service provided hereunder.

**19. Dispute Resolution.** Premise Provider and Company agree that any disputes or claims arising under this Agreement shall be resolved through alternative dispute resolution means in the following manner:

- (a) Initially, the parties shall engage in non-binding mediation. Mediation shall be held in Mobile, Alabama, USA or such other site as is mutually agreed to by the parties. The mediator shall be jointly appointed by the parties and shall have expertise in commercial dispute resolution.
- (b) In the event the dispute or claim is not satisfactorily resolved through mediation within ninety (90) days of notice of such claim or dispute by a party, the parties agree to submit such dispute or claim to binding arbitration. Arbitration shall be held in Mobile, Alabama, USA or such other site as is mutually agreed to by the parties. If Premise Provider is a foreign (non-US) corporation and delivery of the goods under this agreement is to a foreign (non-US) destination, then the commercial arbitration rules of the International Chamber of Commerce shall apply. In all other instances the commercial arbitration rules of the American Arbitration Association shall apply. Any judgment, decision or award by the arbitrators shall be final and binding on the parties and may be enforced in any court having jurisdiction over a party against whom any such judgment, decision or award is to be enforced. The parties specifically and knowingly waive any rights under State or Federal constitutions or statutes which grant a party the right to trial by jury for any claims that might arise under this agreement or which purports to give a party the right to appeal an arbitrator's judgment, decision or award.
- (c) The parties shall bear their own costs and expenses (including attorney's fees) for any mediation or arbitration, unless otherwise directed by the mediator or arbitrator.

**22. Survival.** Upon the expiration or earlier termination of the term of this Agreement, the parties shall have no further obligations to each other, except as specifically provided in a written agreement, duly executed by the parties. Notwithstanding the foregoing, Sections 7(f), 8, 9, 11, and 12 shall survive the expiration or earlier termination of this Agreement, and neither party will be released from any liability arising from any breach or violation by that party of the terms of this Agreement prior to the expiration or termination.

**21. Entire Agreement.** This Agreement constitutes the entire agreement between the Premise Provider and the Company and supersedes all other agreements between the parties pertaining to the subject matter hereof.

**22. Amendment.** No course of dealing between the parties, their employees, agents or representatives, shall vary any of the terms hereof. This Agreement may be modified, amended, or supplemented only by a written agreement executed by the parties.

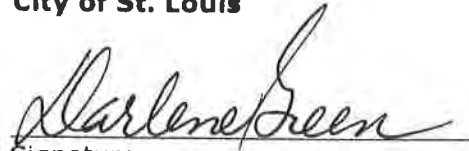
**23. Counterparts.** This Agreement may be executed in multiple counterparts, each of which shall be an original, and all of which shall be one and the same contract.

[Signature Page Follows]

IN WITNESS WHEREOF, the foregoing Agreement has been executed by the parties hereto,  
this \_\_\_\_\_ day of \_\_\_\_\_, 200\_\_.

**Company****Global Tel Link Corporation**  
Signature

Name: Jeffrey B. Haidinger  
Title: President, Services

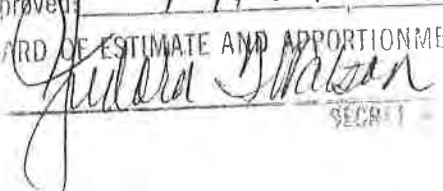
**Premise Provider****City of St. Louis**  
Signature

Name: Darlene Green  
Title: Comptroller, City of St. Louis, MO

Approved as to Form:

  
City Counselor

11-3-04  
Date

Approved: 9-16-09  
BOARD OF ESTIMATE AND APPORTIONMENT  
  
SECRET

Burton Marshall, Deputy  
Register Date 1-6-10

COMPTROLLER'S OFFICE  
DOCUMENT # 60433

## Exhibit A

### **Facility Name and Address:**

200 S. Tucker Street (Justice Center)  
7600 Hall Street (MSI)  
St. Louis, MO 63101

### **Actual on-site equipment:**

The installation of software and/or hardware on Company provided Equipment is not approved. System conditions can change and become unstable with the addition of software other than that installed by the Company. The Company does not warranty, troubleshoot, or maintain any system that contains software installed by a third party. The Company assumes no liability for any data stored on the Equipment which is not directly related to the Services provided under this Agreement.

Company also does not furnish, maintain or provide consumables for peripheral equipment associated with the Inmate Telephone System. Consumables consist of items such as printer paper, cassette tapes, compact disks, etc.

### **List of On Site Equipment**

- One (1) centralized LazerPhone system
- 365 Days of Recording Storage
- 214 Inmate Telephones
- Five (5) Desktop Workstations
- Two (2) Laptop Workstations
- One (2) TDD
- 3 printers
- BNA
- Keyword Search

11021 Manat Hills Road, Ste. 100  
Reston, Virginia 20190  
Tel: 703 095 3915  
Fax: 703 435 0980  
Web: <http://www.globaltellink.com>

## LETTER OF AGENCY

DATE: \_\_\_\_\_

TO WHOM IT MAY CONCERN:

WE HAVE ENTERED INTO AN AGREEMENT WITH **GLOBAL TEL\*LINK, CORP.**, PRIVATE PAY PHONE VENDOR, TO ACT AS OUR COMMUNICATIONS REPRESENTATIVE WITH:

\_\_\_\_\_ (LOCAL EXCHANGE CARRIER)

FOR OUR TELECOMMUNICATIONS SERVICE LOCATED AT (EXACT ADDRESS(ES) OF JAIL FACILITY(IES):

200 S. Tucker Street (Justice Center)  
7600 Hall Street (MSI)  
St. Louis, MO 63101

UNDER THE TERMS OF THIS AGREEMENT AND BY THIS LETTER, WE DO HEREBY AUTHORIZE **GLOBAL TEL\*LINK, CORP.** TO DO THE FOLLOWING:

(X) REQUEST DISCONNECTION OF EXISTING COIN/INMATE TELEPHONES

(X ) INSTALL PHONES ON THEIR OWN BEHALF

THIS AUTHORIZATION DOES NOT PRECLUDE OUR ABILITY TO ACT IN OUR OWN BEHALF WHEN WE DEEM NECESSARY.

\_\_\_\_\_  
AUTHORIZED SIGNATURE

Darlene Green  
PRINTED NAME

Comptroller, City of St. Louis, MO  
TITLE

\_\_\_\_\_  
BUSINESS TELEPHONE